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July 26, 2023

Project R200303.02

Mr. Lamar Cliett
Deputy Public Works Director
City of Haines City
300 N 5th Street
Haines City, Florida 33844

**Proposal for Professional Services
West Commerce Avenue Drainage Improvements
Haines City, Florida**

Dear Mr. Cliett:

Per your request, GAI Consultants, Inc. ("GAI") is submitting this Scope of Services/Fee Proposal for Professional Engineering Services to the City of Haines City ("the Client") for the above-referenced project. This proposal reflects the anticipated Scope, and related costs for services to be provided based on our knowledge of the project.

Project Understanding

The Client is experiencing standing water at the intersection of West Commerce Avenue and Hemingway Circle, to the east of Leighton's Honey, in Haines City, Florida. The project will include an evaluation of the site drainage patterns and design to mitigate the drainage issues. The project will include the development of a drainage swale along the north side of Commerce Avenue, extending west approximately 600 LF to an existing drainage structure.

Permitting for the site includes:

- City of Haines City site plan approval

The project does not propose significant new impervious areas or change drainage patterns. Therefore, no Water Management District permit is anticipated or included.

Scope of Services

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

Section 1 – Survey Services

Specific Purpose Survey

Project Description

- Route, Topographic & Utility survey for 700 feet of W Commerce Avenue in Haines City. The task will be to tie into Right-of-Way and produce a Topography & Utility survey that will locate new topography on the route starting on Mimosa Drive and then east along W Commerce Avenue (700') (north half Right-of-Way plus 10' past Right-of-Way) to Hemingway Circle to its end including going 25' up driveways. GAI will locate the topography & Right-of-Way of roads. The survey will include the topography of the route that includes any buildings, driveways, sidewalks, above ground utility indicators to underground utilities, utilities marked by utility contractor, trees, landscape, signs, light poles, drainage, fences, parking, and other topographic features on route as well as connections to public roads. The topography will be on a 25-foot grid to get a good digital terrain model for the route. The route is located in Polk County, Florida.

- 1.1 Set control both horizontal and vertical.
- 1.2 Tie down existing Right-of-Way lines and boundaries.
- 1.3 Topographic survey of above-described area.
- 1.4 Utility survey of route locating nearest above ground indicators to underground utilities. 811 tickets will be called in and any utilities marked or flagged will be added to the survey.
- 1.5 Produce a Route, Topographic, and Utility Survey Map and CAD file of the above information. Provide signed and sealed sets of the survey.
- 1.6 Additional services will be charged at current hourly rates if approved by the client.

Detail of Professional Survey Services

- The survey will locate any monumentation along route lines or Right-of-Way lines and offsite as needed to determine the exact location of the route and Right-of-Way lines. If monumentation is missing, we will locate adjacent property monumentation and calculate our boundary as determined by a licensed Florida Professional Surveyor.
- The survey will locate all topography on the route and may extend beyond the limits to connect adjacent topographic features to our route. The topographic survey will include any buildings, driveways, sidewalks, trees, landscape, fences, walls, signs, light poles, drainage, parking, and other topographic features within the route. All topography will have elevations and contours plotted into Survey Map and CAD files.
- The survey will locate any utility tops, markers, cuts in the pavement, signs of utilities, or Sunshine utility painted locations along the road and onsite.
- A new 3D Route, Topographic & Utility Survey map will be produced from the above information. The surveyor will show all information and produce this survey in CAD format with 1-foot contours and to a scaled relation to the existing ground conditions depicting as much information on the survey as per the scope for an urban project. The survey map will be professionally printed with the surveyor signed and sealing as many prints as requested.

Section 2 – Design and Engineering Services

Preliminary Design

This task is for the scope of work during the Preliminary Design Phase. All meetings in this task are for informational purposes as meetings will be accounted for in the meetings task.

- 2.1 GAI will visit the site to assess the existing conditions and drainage patterns.
- 2.2 Coordinate with the surveyor for base data for the design.
- 2.3 Preliminary Design – Based on the criteria received from the Client, GAI will prepare a concept plan. The concept plan will include the following:
 - Up to two (2) Drainage concepts for City to review.
 - Indicate drainage swale location and tie in point to existing drainage structure.
- 2.4 GAI will provide the concept plan to the Client for review.
- 2.5 Client Review Meetings – GAI will meet with the Client one (1) time to review the concept plan. Based on input from the meeting, GAI will proceed with the next phase of the work, incorporating the Client's selection of the concept and review comments. Additional design plan iterations requested by the Client will be provided as an Additional Service.

Final Design and Construction Documents

This task is for the scope of work during the Construction Document (CD) Phase. All meetings in this task are for informational purposes as meetings will be accounted for in the meetings task.

- 2.6 Based upon the approved concept plan, GAI will provide the required engineering design/calculations, CAD generated construction drawings, and specifications in the form of notes on plans related to the site civil engineering including; earthwork and grading, stormwater

drainage systems, horizontal and vertical control, vehicular pavement areas, roadway pavement markings and traffic signage, and standard concrete gutters. The following plan sheets are anticipated:

- Cover Sheet
- General Notes
- SWPPP Notes and Details
- Existing Conditions Plan
- Site Demolition and Erosion Control Plan
- Site and Grading/Drainage Plan
- Construction Details

2.7 GAI will finalize the design and construction plans in preparation for permitting and construction.

2.8 Prepare an Engineer's Opinion of Probable Cost for the final construction plans.

Permitting

This task is for the scope of work during the Permitting Phase. All meetings in this task are for informational purposes as meetings will be accounted for in the meetings task.

2.9 GAI will prepare and process the Site Plan package for submittal to the City of Haines City.

Note: Assumes up to two revisions and re-submittals to the City of Haines City for permitting/approvals and processing, with additional City meetings and re-submittals being invoiced as an additional service on an hourly basis according to our standard hourly rates.

Project Meetings

This task is for meetings held by the Client, Contractor, design team, and regulatory agencies throughout the duration of the design. The associated fee is based on a majority of the Client's attendance of the meetings. The meetings will only be attended at the request of the Client or Architect.

Additional meetings held by the Client, Contractor, design team, reviewing agencies, or utility companies throughout the duration of the project above and beyond what is listed in the scope will be considered an additional service. The meetings will be attended at the request/authorization of the Client or Architect.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverable, per the project schedule, subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation

Compensation for services rendered by GAI will be in accordance with the rates agreed to and incorporated into the Agreement between GAI and the Client, unless a different basis of compensation is attached hereto as Exhibit B, in which case Exhibit B shall govern the compensation to be paid by the Client to GAI for the services performed under this Proposal. GAI proposes to complete this work on a lump sum and hourly basis not to exceed the estimated costs provided in Table 1 (Estimated Cost Summary) without prior Client approval.

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Reimbursable Expenses

Reimbursable expenses may include in house and out of house projected costs required to perform and deliver design documents, permit phase services, and construction phase services such as postage, courier services, overnight deliveries and mileage. General reproduction will be provided by the Client for progress printing and permit submittals. Reimbursable Expenses are estimated at \$300.

Out-of-town travel is not included in this estimate. Should such travel be required during the course of the project, additional Reimbursable Expenses to suit the travel need will be required.

Reimbursable expenses will be invoiced separately on an actual cost basis.

Services Not Included

The proposed scope of services and cost(s) assume the following items are excluded from this scope of services:

- Gas, Telecommunication, Telephone, and Electric System Design (site lighting and coordination of these efforts for civil related items only).
- Geotechnical Engineering (coordination of these efforts for civil related items only).
- Structural Engineering Design.
- Public involvement coordination for notification of commencement of construction, flyers, and utility outage reports, traffic rerouting reports, etc.
- Site Lighting design/Electrical Engineering.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services. Proposals for these additional services can be provided by GAI at the request of the Client. Additional services we can provide include, but are not limited to, the following:

- Lot Split, ALTA Survey, boundary, or plat survey, Development of Cross Access Easement Documents or Agreement Exhibits, Sketch and/ or Legal Descriptions or Re-platting associated Recording Fees, Title Search Review, or Construction Easements.
- Bid Services.
- Construction Phase Services.
- Permit Application Fees (unless specifically noted otherwise).
- Environmental assessments/resolutions or mitigation or other services related to identification, testing, and remediation of contaminated soils or groundwater.
- 3D AutoCAD mapping of existing and proposed utilities.
- Offsite improvements for capacity accommodation to utilities and roadways
- Contractor related dewatering permitting through jurisdictional agencies (i.e. SWFWMD, FDEP, Municipality, etc.).
- NPDES NOI Permitting (not anticipated – under 1 acre disturbance).
- Construction related or as built survey.
- Utility design and permitting.

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. 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.

2. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
3. 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.
4. 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.
5. 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.
6. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
7. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
8. 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.
9. In the event of any claim, suit or dispute between Owner and Consultant, Owner agrees to only pursue recovery from Consultant and will not seek recovery from, pursue or file any claim, or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, or employee of Consultant.
10. **PERSONAL LIABILITY OF PERSONNEL DISCLAIMER – PURSUANT TO FLORIDA STATUTE 558.0035, TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AGREES THAT PURSUANT TO SECTION C AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.**

Please do not hesitate to contact me at 321-319-3041 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.

REQUESTED AND AUTHORIZED BY:

Sincerely,
GAI Consultants, Inc.

City of Haines City

BY: _____

PRINTED NAME: _____

Aimee Shields, PE
Senior Engineering Manager

TITLE: _____

DATE: _____

Tony Reddeck
Engineering Director

- Attachments: Table 1 – Estimated Cost Summary
Exhibit A – GAI Standard Terms and Conditions for Professional Services
Exhibit B – 2023 Community Development Florida Rate Schedule.
Exhibit C – Project Limits

AS:KSL/cl

Table 1
Estimated Cost Summary
Proposal

City of Haines City

Section 1 - Survey Services

Task	Method of Payment	Total
Specific Purpose Survey	Hourly	\$5,500
Totals		\$5,500

Section 2 - Design and Engineering Services

Task	Method of Payment	Subtotal
Preliminary Design	Lump Sum	\$6,600
Final Design and Construction Documents	Lump Sum	\$14,000
Permitting	Hourly	\$6,500
Project Meetings	Hourly	\$2,000
Totals		\$29,100

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

EXHIBIT B
2023 Community Development Florida Rate Schedule

2023 Community Development Rate Schedule

Professionals include Economists, Planners, Designers, Landscape Architects, and Engineers.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2024. 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 Senior Director / VP	\$325.00
CSG Senior Director	\$265.00
CSG Director	\$235.00
CSG Senior Manager / Asst. Director	\$215.00
CSG Economic and Real Estate Advisory Services Director	\$195.00
CSG Manager	\$185.00
CSG Assistant Manager	\$165.00
CSG Senior Project Professional	\$145.00
CSG Project Professional	\$130.00
CSG Senior Professional	\$115.00
CSG Professional	\$110.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
Environmental Manager	\$175.00
Project Environmental Specialist	\$105.00
Expert Witness	\$350.00
Principal	\$345.00
Technical/Professional 30	\$330.00
Technical/Professional 29	\$315.00
Technical/Professional 28	\$305.00
Technical/Professional 27	\$295.00
Technical/Professional 26	\$280.00
Technical/Professional 25	\$275.00
Technical/Professional 24	\$265.00
Technical/Professional 23	\$250.00
Technical/Professional 22	\$235.00
Technical/Professional 21	\$225.00
Technical/Professional 20	\$215.00
Technical/Professional 19	\$210.00
Technical/Professional 18	\$200.00
Technical/Professional 17	\$190.00
Technical/Professional 16	\$185.00
Technical/Professional 15	\$175.00
Technical/Professional 14	\$170.00
Technical/Professional 13	\$160.00
Technical/Professional 12	\$150.00
Technical/Professional 11	\$140.00
Technical/Professional 10	\$135.00
Technical/Professional 09	\$130.00
Technical/Professional 08	\$120.00
Technical/Professional 07	\$110.00
Technical/Professional 06	\$105.00
Technical/Professional 05	\$100.00
Technical/Professional 04	\$95.00
Technical/Professional 03	\$90.00
Technical/Professional 02	\$85.00
Technical/Professional 01	\$80.00
Technical/Support 2	\$80.00
Technical/Support 1	\$65.00

EXHIBIT C

Project Limits

Topographic Survey Limits

