



INDIVIDUAL PROJECT ORDER

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("the Consultant"), and the City of Gainesville ("the Client" or "the City") in accordance with the terms of the Master Agreement for Professional Design Services for Wild Spaces Public Places Projects dated October 5, 2023 and which is incorporated herein by reference.

Identification of Project:

Project: Construction Documentation and Permitting of Pickleball Improvements
at Tom Petty Park

Project Manager: Elisabeth Manley, PLA

Project Understanding:

Kimley-Horn has recently completed the Pickleball Improvements Site Planning project with the Client, with the final deliverable including a technical summary memo and final schematic plan dated December 2023: See Attachment 'A'. This schematic plan includes new pickleball courts, various seating areas with pavilions and site furnishings, rerouting and expansion of the multipurpose trail, and associated walks, stormwater, and landscaping. This previous project included a City of Gainesville First Step meeting, which determined an 'intermediate' level of site development review would be required for this project based on the amount of proposed new impervious. Intermediate review will require submittal to the City for review as well as a neighborhood workshop. Following First Step, it was discussed to also include reconstruction and widening of the existing multipurpose trail to a 12' width, from the terminus shown in the schematic plan to NE 13th Avenue to the south. Additionally, pedestrian lighting is needed along this trail as well as power risers at seating areas and the food truck area. The City also wishes to include sealcoating and restriping the existing parking lot. The City will work directly with two vendors on this project. NIDY will provide pickleball court detailing and installation, including court surfacing section and design, net selection and placement, and fencing type and layout. MUSCO will provide proposed court and field light engineering, placement, distribution, and permitting. The City received additional and supplemental survey information since the initial project and has provided that information to Kimley-Horn. This project will be hard bid, and the construction budget has not yet been determined.

Professional services needed include design, preparation of construction documents, permitting, and limited post design services for implementation of the improvements illustrated in the schematic plan and as listed above. Additional professionals working as subconsultants to Kimley-Horn on this project include GSE Engineering for geotechnical engineering, Mitchell Gullledge for lighting design and electrical engineering, and Computerized Design Services for irrigation design.

Scope of Services:

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Design Development

- A. Conduct one site visit for analysis based on the final schematic plan.
- B. Prepare 30% Review site plan to translate the final schematic plan into a technical site plan in CAD. Progress stormwater design and grading to the point needed for layout, to define the project area, and to determine tree removals and associated tree mitigation. The 30% site plan will be technical in nature, black and white, to a size as required by the Review Agencies, drawn to an appropriate scale, produced in AutoCAD, and sent as PDF files.

- C. Prepare a statement of probable cost.
- D. Meet with the Client on site to review the 30% site plan and gain input.

Task 2 – Geotechnical Investigation

- A. Perform a geotechnical exploration at the site to provide recommendations to assist with pavilion footing, pavement, and stormwater management facility designs. The exploration will include SPT and auger borings at proposed improvement locations. Findings will be summarized in a geotechnical engineering report that includes recommendations to assist with the design of these improvements.

Task 3 – Construction Documents

- A. Prepare construction documents as 90% Review, 100% Review, and For Bid submittals including plans and technical specifications. Meet with the Client virtually to review and discuss 90% Review documents and address input in revisions towards 100% Review Documents. 100% Review Documents will be utilized for City Site Development Review and Water Management District permitting submittals. (See Permitting, Task 4). Documents will be a size as required by the Review Agency(ies), drawn to an appropriate scale, produced in AutoCAD, and sent as PDF files. Plans will include the following:
 - 1. Cover/Title
 - 2. General Notes
 - 3. Demolition Plans and Details
 - 4. Site Geometry Plan
 - 5. Paving, Grading, and Drainage Plans and Details
 - 6. Utility Plans and Details
 - 7. Stormwater Pollution Prevention Plans and Details
 - 8. Hardscape Plans and Details
 - 9. Landscape Plan and Details
 - 10. Irrigation Plan and Details
 - 11. Lighting and Electrical Plan and Details
- B. Conduct one meeting with the Client following the 90% submittal to review, discuss, and gain input.
- C. Update the statement of probable cost with each submittal.
- D. Generally, coordinate with NIDY and MUSCO in up to two virtual meetings with each, as needed.

Task 4 – Permitting

- A. Prepare and apply for the following applicable permits based on proposed improvements within the Project Understanding. Respond to reasonable and typical questions from the authorities having jurisdiction (AHJ's) to coordinate these submittals after the initial submittal. However, issuance of permits cannot be guaranteed. The following permits will be pursued under this task.
- B. City of Gainesville – Intermediate Development Plan
1. Attend a pre-application meeting with City staff.
 2. Prepare and submit the Intermediate Development Plan submittal which includes the following:
 - a) Application
 - b) Environmental Assessment Memo
 - c) Neighborhood Workshop Public Participation Report (See Task 5)
 - d) Drainage Design Report
 - e) 100% Review Plans (Task 3)
 - f) Attend Development Review Board (DRB) in a support role to the Client. Presentation to DRB, if necessary, will be by Client.
 3. Up to three submittals are anticipated. Kimley-Horn will respond to reasonable comments and coordinate with reviewers as associated with submittals.
- C. Gainesville Regional Utilities (GRU) Utility Connection Permit (UCP)
1. Mandatory utility meeting with GRU
 2. Prepare the UCP submittal which includes the following:
 - a) Application
 - b) Water, wastewater, needed fire flow calculations
 - c) 100% Review Plans (Task 3)
 3. Up to three submittals are anticipated. Kimley-Horn will respond to reasonable comments and coordinate with reviewers as associated with submittals.
- D. St Johns Water Management District (SJRWMD) Individual Environmental Resource Permit (ERP)
1. Attend a pre-application meeting with SJRWMD staff.
 2. Prepare and submit the ERP submittal which includes the following:
 - a) Application

- b) Drainage Design Report
 - c) 100% Review Plans (Task 3)
3. Up to three submittals are anticipated. Kimley-Horn will respond to reasonable comments and coordinate with reviewers as associated with submittals.

Task 5 –Neighborhood Workshop

Kimley-Horn will advertise, hold, and document a neighborhood workshop as required by the City of Gainesville. This task includes the following:

- A. Solicit mailing list from City
- B. Prepare mailer and transmit via first class mail
- C. Prepare physical signs and post at the site
- D. Coordinate a public location to hold the workshop
- E. Prepare a presentation for the workshop
- F. Document the workshop and prepare a public participation report to include in the City site plan submittal
- G. Answer questions and correspond with stakeholders outside of workshop setting

Task 6 – Limited Construction Phase Services

- A. Kimley-Horn will provide administrative support to the Client during the construction and closeout phases of the Project. Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- B. Pre-Bid Conference and Bid Review – Kimley-Horn will attend a Pre-Bid Conference, answer bid related requests for information, and review bids for general compliance with the Contract Documents.
- C. Pre-Construction Conference – Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.
- D. Periodic Visits to Site and Observation of Construction – Kimley-Horn will make up to 6 site visits or virtual meetings as directed by Client to observe or discuss the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work.

- E. Recommendations with Respect to Defective Work – Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, based on its observations, Kimley-Horn believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- F. Clarifications and Interpretations (RFI) – Kimley-Horn will respond to up to 8 reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- G. Shop Drawings and Samples – Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- H. Inspections and Tests – Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws or the Contract Documents. Kimley-Horn's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests. Kimley-Horn will attend and observe up to 2 on-site testing, connection, startup, or AHJ inspection events. Contractor is responsible for notifying Kimley-Horn within 72 hours of the event which Kimley-Horn's presence is required.
- I. Substantial Completion – Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct up to 1 site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list.
- J. Final Notice of Acceptability of the Work – Kimley-Horn will conduct up to 1 final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.
- K. Agency Permit Closeouts – Following completion of all work, and receipt of signed and sealed as-built surveys and testing reports, Kimley-Horn will prepare agency permit certifications to the following agencies and submit them for processing:
 - 1. City of Gainesville
 - 2. GRU
 - 3. SJRWMD

- L. As-Built Review– Kimley-Horn will review as-built drawings provided by the Owner or Contractor and revise the Construction Plans to reflect said information. Up to 2 reviews and revision are included.

Task 7 – Miscellaneous Services

- A. Kimley-Horn will perform services requested by the Client that are outside of the above Scope of Services but could become needed throughout the duration of the Project. Kimley-Horn will perform these services on an hourly labor fee plus expense basis, if requested by the Client. Requests by electronic mail shall be considered authorization to proceed with services under this task. These services may include:
1. Preparation of custom maps, color renderings, exhibits, etc., that may be requested by the Client;
 2. Attendance at meetings that are outside the Scope of Services of this agreement where Kimley-Horn's attendance is requested by the Client;
 3. Utility or utility easement coordination;
 4. Preparation of additional renderings or presentations;
 5. Other services that may be requested by the Client but are not specifically addressed in the above Scope of Services.

Additional Services (if required)

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Survey
2. Arboriculture services or tree surveying or inventory services
3. LEED or other sustainability rating calculations

Schedule:

Kimley-Horn will provide the Scope of Services as expeditiously as practicable with the goal of meeting a mutually agreeable schedule. The following schedule is anticipated for the above tasks, following notice to proceed and sequential unless otherwise noted:

Geotechnical Investigation.....	1-1/2 months
Design Development.....	2 months, concurrent with geotech
Client Review and Meeting.....	1-1/2 weeks
Construction Documents	
90% Review.....	2 months
Client Review and Meeting.....	1-1/2 weeks
100% Review.....	1 month
Permitting.....	up to 4 months
For Bid.....	1 month
	10-11 months

Fee and Billing

Kimley-Horn will perform the services in Tasks 1 – 5 for the total lump sum labor fee below.

Kimley-Horn will perform the services in Tasks 6 – 7 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Task Description	Fees
Task 1 – Design Development	Lump Sum, \$10,605.00
Task 2 – Geotechnical Investigations	Lump Sum, \$10,870.00
Task 3 – Construction Documents	Lump Sum, \$68,565.00
Task 4 – Permitting	Lump Sum, \$31,870.00
Task 5 – Neighborhood Workshop	Lump Sum, \$5,570.00
Task 6 – Limited Construction Phase Services	Hourly, Not-To-Exceed \$28,485.00
Task 7 – Miscellaneous Services	Hourly, Not-To-Exceed \$5,055.00
Expenses (printing and postage)	\$500.00
Total Fee	\$161,520.00



TOM PETTY PARK - PICKLEBALL IMPROVEMENTS
FINAL SCHEMATIC PLAN • DECEMBER 2023

CITY OF GAINESVILLE
GAINESVILLE, FL



ATTACHMENT 'B': ESTIMATE OF WORK EFFORT AND COST

Name of Project: Construction Documentation and Permitting Pickleball Improvements at Tom Petty Park

Consultant Name: Kimley-Horn and Associates, Inc.

Consultant No.:

Date: 2/7/2024

Estimator: Elisabeth Manley

Staff Classification	Total Staff Hours	Total Task Fee	Sr. Professional II	Sr. Professional I	Professional	Analyst	Sr. Technical Support	Technical Support	Support Staff	SUBS	
			\$325.00	\$265.00	\$205.00	\$155.00	\$180.00	\$115.00	\$110.00		
LUMP SUM TASKS											
Task 1 - Design Development	52.0	\$10,605.00	0.0	12.0	18.0	1.0	18.0	2.0	1.0		
Task 2 - Geotechnical Investigation	8.0	\$10,870.00	0.0	2.0	4.0	0.0	0.0	1.0	1.0	\$9,295.00	
Task 3 - Construction Documents	237.0	\$68,565.00	0.0	36.0	65.0	80.0	48.0	4.0	4.0	\$23,760.00	
Task 4 - Permitting	169.0	\$31,870.00	0.0	34.0	46.0	80.0	0.0	8.0	1.0		
Task 5 - Neighborhood Workshop	34.0	\$5,570.00	0.0	6.0	6.0	6.0	0.0	12.0	4.0		
Total Staff Hours	500.0		0.0	90.0	139.0	167.0	66.0	27.0	11.0		
Total Staff Cost			\$0.00	\$23,850.00	\$28,495.00	\$25,885.00	\$11,880.00	\$3,105.00	\$1,210.00	\$33,055.00	\$127,480.00 LUMP SUM ONLY
HOURLY NOT-TO-EXCEED TASKS											
Task 6 - Limited Construction Phase Services	126.0	\$28,485.00	0.0	32.0	38.0	48.0	0.0	6.0	2.0	\$3,865.00	
Task 7 - Miscellaneous Services	26.0	\$5,055.00	0.0	6.0	9.0	9.0	0.0	1.0	1.0		
Total Staff Hours	152.0		0.0	38.0	47.0	57.0	0.0	7.0	3.0		
Total Staff Cost			\$0.00	\$10,070.00	\$9,635.00	\$8,835.00	\$0.00	\$805.00	\$330.00	\$3,865.00	\$33,540.00 HOURLY NOT TO EXCEED ONLY



January 5, 2024

Elisabeth Manley, PLA
Kimley-Horn
800 SW 2nd Avenue, Suite 100
Gainesville, Florida 32601

Proposal for a Geotechnical Site Exploration
Tom Petty Park Improvements
Gainesville, Alachua County, Florida
GSE Proposal No. 2024-006

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal for providing a geotechnical exploration to assist with the design of site improvements at Tom Petty Park in Gainesville, Alachua County, Florida.

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

PROJECT DESCRIPTION

This project will consist of improvements to Tom Petty Park. The park is located at 501 NE 16th Avenue in Gainesville, Alachua County, Florida.

You provided information about the project and a conceptual plan illustrating the locations of the proposed improvements. The improvements may include event staging and food truck parking, a new pavilion, eight pickle ball courts and two new stormwater management facilities. We propose to perform a geotechnical exploration to provide recommendations to assist with the design of these improvements.

GSE reviewed recent aerial photographs of the site. The site is mostly open. We do not foresee any access constraints.

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

GEOTECHNICAL PROPOSED SCOPE OF SERVICES

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

- Clear utilities at the site through Sunshine One Call.
- Mobilize to the site with truck mounted or all-terrain drilling equipment.

- Advance two (2) Standard Penetration Test (SPT) borings to a depth of 20 feet below land surface (bls) in the area of the pavilion.
- Advance two (2) auger borings to a depth of 5 feet bls in the event staging and food truck parking areas.
- Advance eight (8) auger borings to a depth of 5 feet bls within the proposed pickle ball courts (one in each court).
- Advance eight (8) auger borings to a depth of 15 feet bls within the proposed stormwater management facilities.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent soil fines passing the No. 200 sieve determinations, natural moisture content determinations, and constant head permeability tests.

The above scope of services has been determined based upon the provided information about the project at the time of this proposal. If the site plan or project information changes between now and the time of our exploration, we request the opportunity to possibly revise the above scope of services.

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

- Existing site conditions.
- Exploration, testing and sampling methods.
- Subsurface soil conditions encountered and soil classifications, including any unsuitable materials encountered.
- Depth to groundwater at the time of the exploration and estimated seasonal high.
- Foundation design recommendations.
- An estimate of foundation settlement based on available data.
- A review of surface features and site conditions that could affect construction and site preparation.
- Recommendations for site preparation and construction of compacted fills or backfills for the pickle ball court pavement areas.
- Recommendations for earthwork and foundation construction monitoring and testing.
- Recommended soil and groundwater parameters to assist in the stormwater management facility designs. These parameters include the following:
 - Base elevation of effective or mobilized aquifer (feet below land surface).
 - Normal seasonal high groundwater table and actual observed water table at the time of drilling within the pond(s) footprint (feet below land surface).

- An estimate of the average weighted horizontal hydraulic conductivity and unsaturated vertical infiltration rate (feet/day) for mobilized aquifer.
- Specific yield or fillable porosity of mobilized aquifer (%).
- A discussion of the suitability of the soils that may be excavated from the site for use as structural fill.

PROJECT SCHEDULE

Based upon our current schedule we can mobilize within 2 weeks to perform the soil borings. We anticipate completing our exploration and issuing our geotechnical report within 4 weeks of authorization. We will verbally transmit our findings and conclusions as they become available and are developed prior to the report submission.

FEE

Based upon our understanding of the project and scope of work presented above, we can perform the proposed geotechnical scope of services for a lump sum fee of **\$9,295**. If additional services are required, these could be provided as an addendum to this proposal. We will not exceed our fee without your prior authorization for an increase in our scope of services. We will perform our services according to our fee schedule with City of Gainesville (attached).

AUTHORIZATION

To formally authorize us to proceed with this project and to complete our files, please execute and return to us a copy of the attached Professional Services Agreement.

CLOSURE

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

Sincerely,

GSE Engineering & Consulting, Inc.



Kenneth L. Hill, P.E.
Principal Engineer



Kevin P. Fisher, E.I.
Project Engineer

KLH/KPF:tlf

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Attachment: City of Gainesville Fee Schedule (1)
Professional Services Agreement (1)

Distribution: Addressee (1)
File (1)

<i>Service</i>	<i>Rate</i>	<i>Unit</i>	<i>Number of Units</i>	<i>Total</i>
Principal Engineer (Engineer, Geologist, Scientist)	\$185	hour	2	\$370.00
Sr. Engineer/Project Manager (Engineer, Geologist, Scientist)	\$160	hour		
Engineer Intern (Engineer, Geologist, Scientist)	\$135	hour	10	\$1,350.00
Threshold Inspector	\$110	hour		
Senior Engineering Technician	\$80	hour		
Engineering Technician	\$65	hour		
Secretary/Clerical	\$85	hour	4	\$340.00
CADD/Computer Technician	\$95	hour	8	\$760.00
Asphalt Plant Inspector	\$110	hour		
Aggregate Total Moisture Content by Drying AASHTO T255	\$23	each		
Asphalt Bulk Specific Gravity FM 1-T166	\$60	each		
Asphalt Content FM 5-563	\$175	each		
Asphalt Pavement Coring - 4in diameter without Base Depth Check	\$60	each		
Asphalt Pavement Coring - 4in diameter with Base Depth Check	\$75	each		
Asphalt Pavement Coring - 6in diameter without Base Depth Check	\$75	each		
Asphalt Pavement Coring - 6in diameter with Base Depth Check	\$90	each		
Mobilization of Asphalt Coring Equipment	\$250	each		
Mobilization of Concrete Coring Equipment	\$250	each		
Concrete Cores - 4in diameter	\$100	each		
Compression Testing of Concrete Cores	\$75	each		
Auger Borings (0-20 ft) ASTM D1452	\$10	linear foot	170	\$1,700.00
Auger Borings (20+ feet depth) ASTM D1452	\$13	linear foot		
Standard Penetration Test Soil Borings (0 - 50 feet depth)	\$14	linear foot	40	\$560.00
Standard Penetration Test Soil Borings (50 - 100 feet depth)	\$18	linear foot		
Standard Penetration Test Soil Borings (100+ feet depth)	\$22	linear foot		
Borehole Abandonment	\$4	linear foot		
Patching Boreholes in Asphalt Pavement	\$60	each		
Borehole Casing (0-50 feet depth)	\$6	linear foot		
Borehole Casing (50+ feet depth)	\$8	linear foot		
Mobilization of Drilling Equipment	\$750	each	1	\$750.00
Soils Constant Head Permeability	\$245	each	8	\$1,960.00
Soils Chloride Soil or Water FM 5-552	\$60	each		
Soils Corrosion Series FM 5-550 through 5-553	\$295	each		
Soils Limerock Bearing Ratio (LBR) FM 5-515	\$375	each		
Soils Liquid Limit AASHTO T89	\$55	each		
Soils Materials Finer than 200 Sieve FM 1-T011	\$65	each	16	\$1,040.00
Soils Moisture Content Laboratory AASHTO T265	\$25	each	16	\$400.00
Soils Organic Content Ignition FM 1 T-267	\$65	each	1	\$65.00
Soils Particle Size Anlyns AASHTO T88 (No Hydrometer)	\$90	each		
Soils pH Soil or Water FM 5-550	\$65	each		
Soils Plastic Limit & Plasticity Index AASHTO T90	\$55	each		
Soils Proctor Modified FM 1-T180	\$110	each		
Soils Proctor Standard AASHTO T99	\$110	each		
Soils Resistivity Soil or Water FM 5-551	\$85	each		
Soils Specific Gravity AASHTO T100	\$60	each		
Soils Sulfate Soil or Water FM 5-553	\$75	each		
MOT Provide Channelizing Devices - Cone	\$1	each		
MOT Signage	\$1,000	day		
MOT Signage with Flagmen	\$2,000	day		
MOT Support Vehicle	\$100	hour		
Curing and Compression Testing Concrete Cylinder/Cube Samples	\$25	each		
Curing and Testing Concrete Beam Samples	\$75	each		
Field Density Tests - Minimum 5 per trip	\$25	each		
Other Specialty Testing Services - Quoted Individually				
Subconsultant/Subcontractor Services, Markup	15	percent		
Reimbursable Expenses, Markup	25	percent		
Project Total				\$9,295.00



Please sign, date, and return this service agreement to our office by:
• Fax (352) 377-0335
• Email admin@gseengineering.com

Professional Service Agreement

Section I.

THIS AGREEMENT made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2024-006 dated January 5, 2024, and under the terms of Section II of this agreement.

CLIENT

Kimley-Horn
800 SW 2nd Avenue, Suite 100
Gainesville, Florida 32601

CONTACT PERSON

Elisabeth Manley, PLA
Phone 352-363-5296
Cell 352-363-7412
E-mail Elisabeth.Manley@kimley-horn.com

ACCOUNTS PAYABLE

Firm
Address
City/State

CONTACT PERSON

Phone
Fax
E-mail

PROJECT (NAME and/or DESCRIPTION): Proposal for a Geotechnical Site Exploration
Tom Petty Park Improvements
Gainesville, Alachua County, Florida

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

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

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

CLIENT: Kimley-Horn GSE Engineering & Consulting, Inc.

SIGNED: SIGNED:

PRINT: Elisabeth Manley, PLA PRINT: Kenneth L. Hill, P.E.

TITLE: TITLE: Principal Engineer

DATE: DATE:

Please sign, date, and return this service agreement to our office by:
Email admin@gseengineering.com or Fax (352) 377-0335

Section II. STANDARD PROVISIONS

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

- K. TIME LIMITATION FOR ACCEPTANCE:** This AGREEMENT is offered to the Client in good faith, and GSE warrants this is a valid contract if executed by the Client and received by GSE within thirty (30) days of the date this document is delivered to the Client.
- L. INVOICE PROCEDURES AND PAYMENT**
- L.1.** Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by GSE, and any charges for reimbursable costs.
- L.2.** Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- L.3.** Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing, and reproduction costs.
- L.4.** **PAYMENT TERMS:** *All invoices are payable upon receipt.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*
- L.5.** GSE reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.
- M. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- N. DELAYS:** GSE is not responsible for delays caused by factors beyond GSE's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GSE services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GSE's reasonable control occur, the Client agrees that GSE is not responsible for damages, nor shall GSE be deemed to be in default of this AGREEMENT. If GSE is required to delay commencement of the work, or if, upon embarking upon its work, GSE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of GSE, additional charges will be applicable and payable by Client.
- O. LIMIT OF LIABILITY**
- O.1.** The limit of liability of GSE to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.
- O.2.** In no event shall GSE be liable for any incidental or consequential damages by the Client in connection with the Project.
- O.3.** GSE is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.
- P. MEDIATION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by GSE.
- Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES:** GSE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GSE and Client also agree the discovery of unanticipated hazardous materials may make it necessary for GSE to take immediate measures to protect health and safety. Client agrees to compensate GSE for any time spent and expense incurred by GSE to protect employees and the public's health and safety. GSE agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against GSE and agrees to defend, indemnify and save GSE harmless from any claim or liability for injury or loss arising from GSE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate GSE for any time spent and expense incurred by GSE in defense of any such claim, with such compensation to be based upon GSE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- R. GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.
- S. INSURANCE:** GSE shall carry general liability insurance and professional liability insurance.

T. PERMITTING

- T.1.** In cases where the SCOPE OF SERVICES requires GSE to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, GSE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by GSE is not contingent upon the successful acquisition of these permits.
- T.2.** Permitting services do not include special studies, special research, special testing, or special documentation not normally required for this type of project. GSE may provide such special services as Additional Services as authorized by the Client.
- T.3.** The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.

U. ADDITIONAL SERVICES

- U.1.** GSE shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GSE in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes GSE to perform additional services, for which GSE will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or GSE, (c) any causes beyond GSE's control, and (d) cause which, at GSE's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event GSE performs such Additional Services, GSE will notify the Client as soon as practical of the necessity and inception of the services.
- U.2.** It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.

- V. TERMINATION:** This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, GSE will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

- W. INDEMNIFICATION:** Subconsultant shall indemnify and hold harmless the Engineer and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Subconsultant and other persons employed or utilized by the Subconsultant in the performance of the agreement. Subconsultant is not obligated to indemnify Engineer for the Engineer's own negligence.

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



Mitchell Gullledge Engineering, Inc.
204 SW 4th Avenue
Gainesville, FL 32601
352.745.3991
www.mitchellgullledge.com

Andrew Mitchell, PE, CxA
Craig Gullledge, PE, CxA, LEED AP BD+C
Andy McCaddin, PE, RCDD, LEED AP BD+C

January 19, 2024

C. Elisabeth Manley, PLA
Kimley-Horn
800 SW 2nd Ave, Suite 100
Gainesville, FL 32601

Re: Engineering Services Proposal
WSPP Tom Petty Park
Kimley-Horn Project Number: TBD
MG Project Number: 24005

Dear Elisabeth:

We appreciate the opportunity to work with you on this project and are pleased to submit this proposal for our professional services. The proposal summary is as follows:

Owner: WSPP
Type: Park power & lighting upgrade
Electrical Estimated Cost: \$190,000
Systems: Electrical
Total Fee: \$24,175.00
Schedule: 30 Days upon receipt of NTP

The specific extent of our work on this project is as follows:

A. Assumptions

It is our understanding that your firm will provide the required surveys and building information necessary to complete our work. The work will be performed in Revit. We will provide you with pdf files and a model of our work for each deliverable. We understand that you will provide all required printed sets to the owner.

We understand that you will keep us informed of changes in the owners' requirements and changes in schedule. We understand that changes to the base model will be provided to us no less than 10 working days prior to the associated deliverable's due date.

B. Project Summary

The project includes site lighting improvements for a multipurpose trail and power to serve proposed seating areas, food truck areas, and power to serve pickleball court lighting.

C. Engineering Scope

Our engineering scope will include the following:

1. Electrical: New power to serve the food truck area, rental lighting design for the pedestrian multipurpose trail and new power to serve seating areas. Statement of probable cost with each design deliverable.
2. Bid Phase Services: Participation in pre-bid walkthrough with owner and bidders.

D. Construction Administration Services

We will provide construction administration services as follows:

- a. Maximum construction duration of 20 weeks
- b. Construction RFI responses
- c. Review of submittals
- d. Periodic site visits, substantial completion, and final completion



E. Exclusions

The following services are specifically excluded from our proposal:

1. Services not specifically listed as included in this proposal
2. Asbestos abatement services
3. Green rating certification services of any kind or energy modeling
4. Third party accreditation design services or documentation
5. Deliverables not listed in this proposal
6. Multiple submission of each deliverable
7. Value engineering services
8. Power monitoring or load studies
9. Photometric studies or documentation
10. Lightning protection
11. Physical security
12. General use telecom provisions
13. Sports field, court, parking area, or pavilion lighting
14. Electrical arc flash study and risk assessment
15. Commissioning

F. Deliverables and Schedule

We will submit the deliverables below based on your request. All schedules listed are days after receipt of written notice to proceed, building information, applicable comments, and required files. We understand that architectural and engineering design are concurrent. In order to provide complete quality control, we will lock our architectural basefile link 5 business days prior to each design deliverable unless other arrangements are made with our project manager at the 5 business day threshold.

GRU Submittal Documents	30 Days
Design Development	30 Days
90% Review Documents	30 Days
100% Review Documents	30 Days
Bid Documents	30 Days
Permit Documents	30 Days
As-Built Documents	30 Days

G. Fee

We propose a lump sum fee based on the tasks and hourly breakdown listed below. This fee is based on the specific scope of work listed in this proposal. Our services may be tailored to meet project needs at your request. Engineering services not included in this proposal may be added to our scope as additional services and will be billed at the hourly rates listed in the table below.

Category	Principal \$200	PE \$170	Engineer \$150	BIM \$110	Admin \$85
Project Management	12				
Meetings	5	5			5
Utility Coordination		9	18		0
Field Survey		0	2		0
Electrical		15	28	17	9
Specifications			3	0	3
BIM Management			0	8	0
Construction Admin.			15	0	15
As-Builts			0	2	3



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 Andy McCaddin, PE, RCDD, LEED AP BD+C

Subtotal Time (Hours)	17	29	66	27	35	
Rate per Hour	\$200	\$170	\$150	\$110	\$85	TOTAL
Subtotal Cost	\$3400.00	\$4930.00	\$9900.00	\$2970.00	\$2975.00	\$24175.00

H. Invoicing

We will invoice you for each design deliverable upon submission. Construction administration will be billed monthly. We will invoice you based on the individual deliverable tasks listed below:

Task 310	GRU Submittal Documents	\$3,310.00	
Task 330	Design Development	\$3,330.00	
Task 400	100% Review Documents	\$3,400.00	
Task 410	100% Construction Documents	\$3,410.00	\$20,310
Task 420	Bid Documents	\$3,420.00	
Task 440	Permit Documents	\$3,440.00	
Task 700	Construction Administration	\$3,865.00	

I. Agreement

This proposal represents the entire agreement between Kimley-Horn and Mitchell Gullledge Engineering, Inc. for this project. Either party may terminate this agreement at any phase upon at least seven (7) days' written notice. In the event of termination, Mitchell Gullledge Engineering, Inc. shall be compensated for all services performed to termination date, together with reimbursable expenses incurred to date. If this agreement meets with your approval, please sign a copy and return it to our office within (30) days. After 30 days, schedule dates or cost estimates contained in this proposal expire and may require updates. If you have any question about this fee proposal, do not hesitate to contact me.

Sincerely,

Craig Gullledge, PE, CxA, LEED AP BD+C
 Principal

Accepted By:

C. Elisabeth Manley, PLA
 Architect

Date

INDIVIDUAL PROJECT ORDER NUMBER 142107025-1

This Individual Project Order describes a specific agreement between Kimley-Horn and Associates, Inc. (“Consultant” or “Kimley-Horn”), and Computerized Design Services, Inc. (“CDS” or the “Subconsultant”) pursuant to the Master Agreement for Continuing Professional Services dated June 1, 2023, the terms of which are incorporated by reference.

Identification of Project and Consultant’s Client:

Project Name: Construction Documentation and Permitting of Pickleball Improvements at Tom Petty Park

Project Number: 142107025

Client: City of Gainesville, Florida

Project Manager: C. Elisabeth Manley, PLA

Project Understanding:

CDS will provide professional design services for the project as outline below.

Scope of Subconsultant’s Services:

Task 1 – Irrigation Design

- A. CDS will provide irrigation design to serve new plantings and will adhere to City of Gainesville and Alachua County irrigation requirements; include an irrigation schedule, details, and notes; and include technical specifications. The irrigation water source is City potable.
- B. Documents will be to a size to match civil plans, drawn to an appropriate scale, and produced in AutoCAD. Documents will be sent as PDF files and digital signing and sealing will be provided for the final submittal.

Services Not Included:

Well design is not included, and if desired, would need to be provided by others. Alachua County irrigation permitting is also not included, as it is typically provided by the landscape contractor during construction. The irrigation plan produced above can be used as the ‘irrigation sketch’ required by this process.

Deliverables:

Plan and notes, schedule, details, plan, and technical specifications. Deliverables will be prepared in AutoCAD and submitted as PDF files, size to match landscape sheets, and to an appropriate scale. Also included are signed and sealed sets as needed. Submittals will include 90% Review, 100% Review, and For Bid submittals.

Schedule to be met by Subconsultant:

The above services will be provided as expeditiously as practicable to meet a mutually agreed upon schedule.

Subconsultant's Compensation"

CDS will perform the services in Task 1 for a lump sum fee of \$3,450.00.

****PLEASE INCLUDE PROJECT NUMBER 142107020-1 ON ALL INVOICES****

ACCEPTED:
COMPUTERIZED DESIGN SERVICES, INC.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: 
Chris Towne, P.E.

TITLE: _____

TITLE: Associate

DATE: _____

DATE: January 15, 2024

K:\GVL_MISC\New Business\Public Sector\City of Gainesville\2024\2024-01 WSPP Pickleball CDs\SUBS\142107025-1_CDS.docx