

Recommendation re: Task Authorization with Catalyst Design Group to Prepare Civil Engineering and Landscape Architectural Construction Documents for English Creek Park

The City of Lakeland purchased 101.46 acres of land located at 4190 W. Pipkin Road for future development as a community park in 2021. A conceptual park master plan was created in 2022 and is attached. The parkland was purchased with Parks, Recreation and Cultural Arts Impact Fees.

The proposed task authorization is for the completion of construction documents for civil and landscape architectural elements as shown in the conceptual master plan. The documents will provide civil engineering design, landscape architectural design, environmental review, wetland flagging, survey, electrical and geotechnical engineering for the park site. The documents are being prepared to facilitate construction permitting and will be utilized to determine implementation phasing of the master plan. Construction for Phase 1 is proposed in the FY26 PR&CA Impact Fee Public Improvement Fund for \$1,500,000.

The City has a Continuing Contract Agreement for Planning, Design or Development Services with Catalyst Design Group of Winter Park Florida dated October 18, 2024, through October 17, 2029. The professional fee for the scope of work is \$375,474. Funding for the Task Authorization will be PR&CA Impact Fees that will be appropriated to the FY25 Public Improvement Fund.

Staff recommends the City Commission authorize the appropriate City officials to execute the task authorization with Catalyst Design Group in the amount of \$375,474.

Staff also recommends that the City Commission authorize an appropriation and increase in estimated revenues from the Parks and Recreation District 2 Impact Fee Fund to the Public Improvement Fund for \$375,474.





June 11, 2025

Pam Page
City of Lakeland
Deputy Director, Parks & Recreation
228 S. Massachusetts Avenue
Lakeland, FL 33801

**Re: English Creek Park – Civil Engineering and Landscape Architectural Construction Documents
Lakeland, FL**

Dear Pam:

Catalyst Design Group (consultant/CDG) appreciates the opportunity to offer this proposal to the City of Lakeland (Owner/Client) for civil engineering and landscape architectural construction document design services for English Creek Park (Project/Exhibits A & B) located in the southwest quadrant of the intersection of West Pipkin Road and Medulla Road in Lakeland, FL. It is our understanding that the Client desires Catalyst Design Group to assemble a Project design team providing the following design services:

- Civil Engineering Design
- Landscape Architectural Design
- Environmental Review & Wetland Flagging
- Surveying
- Electrical Engineering
- Geotechnical Engineering

Furthermore, it is our understanding that the Project is funded for design in 2025, that construction is anticipated to be funded in the 2026 budget, that the +/-36,000 sf Library/Recreation Building is a "placeholder" (design is not included) and that the program, based upon Exhibit D, is to include the following:

- Active & Passive Recreation
 - Library/Recreation Building (+/- 36,000 sf footprint only; design is not included)
 - One (1) Multipurpose Field (natural turf & flexibility for alternative orientations of play with MUSCO lighting)
 - Six (6) Pickleball Courts
 - Large and Small Dog Park
 - Playground
 - Enhanced Entrance
 - Two (2) Restroom Buildings (manufacturer & model specification; MEP, structural and permitting by contractor or manufacturer)
 - Picnic Pavilions (design intent and specification only; engineering and permitting by manufacturer or contractor)
 - Maintenance Building (manufacturer & model specification; MEP, structural and permitting by contractor or manufacturer)
 - Site Furnishings (benches, picnic tables, litter receptacles, dog stations, bike racks)
 - Area and Parking Lighting (fixture selection only; electrical engineering by others)
 - Event Power (fixture selection only; electrical engineering by others)
 - Food Truck Area
 - Perimeter of Event Lawn

- Large Pavillion/Picnic Structure
- Perimeter Security Fencing and Gates
- Parking (≈/- 462 spaces)
- Landscape and Irrigation
 - Park Drive
 - Parking Area
 - Passive Park Areas

These services will be provided consistent with our Continuing Services Contract Agreement of Planning or Development Services dated October 18, 2024.

BASE DESIGN SERVICES

Pre-Design and Conceptual Design Phase

During the Pre-Design Phase, the CDG team will undertake key tasks in preparation for the 30% Design Phase.

Landscape Architecture - Based upon the Client provided conceptual site plan (Exhibit B) and our understanding of the Project programming, the following will be performed and/or provided:

- CDG will attend one (1) kickoff and scoping meeting with the Client and design team to review the Project programming and to discuss the existing conceptual design for the Project and to confirm the current design.
- Following the kickoff meeting, CDG will prepare a line drawing depicting alternative design considerations for the Project that were discussed during the meeting.
- CDG will attend one (1) virtual meeting to review the line drawings with the Client. Input received will become the basis of the 30% design documents.

Civil Engineering - Based upon the Client provided conceptual design the following will be performed and/or provided (see Exhibit C for further detail):

- Attend one (1) kickoff and scoping meeting
- Provide preliminary input on stormwater sizing and locations
- Review CDG's conceptual site plan and provide input
- Coordinate and direct geotechnical, surveying, & environmental efforts based upon the Client approved CDG updated site plan

Geotechnical - Based upon the conceptual site plan provided by the design team and approved by the Client, the following will be performed and/or provided in accordance with Exhibit C:

- Five (5) Standard Penetration Test (SPT) within the building footprints to depths of 15' and 20' below existing land surface.
- Four (4) SPT borings in the paved parking/drive areas to a depth of 10' below the surface.
- Six (6) SPT borings within the stormwater pond areas to a depth of 20' below the surface.
- Nine (9) SPT borings along the unsurfaced pedestrian trail to a depth of 10' below the surfaces
- Geotechnical report for the property summarizing findings and providing recommendations

Surveying - Based upon the conceptual site plan provided by the design team and approved by the Client, the following will be performed and/or provided in accordance with Exhibit C:

- Boundary & topographic survey
- Locate above ground improvements
- Locate trees 6" or greater
- Locate wetland flags
- Alta data
- Provide certified hard copies and digital files of data in AutoCAD format

Environmental Review & Wetland Flagging - Based upon the conceptual site plan provided by the design team and approved by the Client, the following will be performed and/or provided in accordance with Exhibit C:

- Conduct field review of parcel and the following tasks:
 - Desktop review of parcel limits
 - Wetland/waterbody delineation
 - Preliminary listed species survey
 - Seasonal highwater level elevation determination
 - Environmental report
 - GIS exhibit preparation
 - Florida Master Site File TRS search
- State permitting support including the following tasks:
 - ERP application preparation
 - RAI responses
 - Attend agency required meetings
 - Field meetings with agencies
 - Reflag of wetland limits
 - UMAM preparation
 - Mitigation options and determination
- Section 404 permitting support (if required)

30% Design Document Phase

Landscape Architecture— Based upon the Client approved updated conceptual site plan, CDG will develop 30% design documents for the Project which will address the following:

- Hardscape & Site Furnishing Plan reflecting Project programming and preliminary schedule of materials.
- Programming Imagery Palette
 - Shade Structures
 - Playground
 - Entrance Feature
 - Accent Hardscape
 - Site Furnishings
 - Plant Materials
- Tree and Shrub/Groundcover massing plan with details and preliminary planting schedule
- CDG will develop an estimate of probable construction costs for the Project with input from the design team.
- CDG will attend one (1) page turn review meeting with the Owner, Client and design team to review the 30% Design Documents.

- CDG anticipates up to four (4) coordination conference calls with the design team during this phase of work.

Civil Engineering - Based upon the Client approved updated conceptual site plan, the civil engineer will develop 30% design documents for the Project which will address the following (see Exhibit C for further detail):

- Notify and coordinate with the County, City and key utility providers of the Project
- Arrange a fire flow test (\$1,150 reimbursement by City)
- Develop 30% site utilities plan and details
- 30% hardscape plan and details
- Attend one (1) page turn with the Client

Electrical Engineering - Based upon the Client approved conceptual site plan and the detailed scope of work by the Project electrical engineer (Exhibit D) the following will be performed and/or provided at a 30% level of completion:

- Electrical distribution and utility coordination
- 30% Lighting & electrical service location Plan
- 30% Lighting Pole & fixture selection and schedule
 - Courts and field
 - Parking and pedestrian areas
 - Accent areas
- Proposed building service
- Event power pedestal schedule

60% Design Document Phase

Landscape Architecture - Based upon the Client and Owner reviewed 30% design documents, CDG will develop 60% Design Development Documents for the Project. The documents will include the following:

- Active Recreation Design Components including Plan, Details and Schedule
- Accent Hardscape Plan, Details and Schedule
- Site Furnishing Plan, Details and Schedule
- Landscape Plan, Details and Schedule
- Irrigation POC, Mainline Routing and Details
- CDG will provide an updated estimate of probable construction costs for the Project programming.
- CDG will attend one (1) page turn review meeting with the Client, Owner and design team. Input received will be included in the Final Construction Documents.
- CDG anticipates up to four (4) coordination conference calls during this phase of work.

Civil Engineering - Based upon the Client approved 30% construction documents the following will be performed and/or provided at a 60% level of completion (see Exhibit C for further detail):

- 60% site utilities plan and details
- 60% hardscape plan and details
- 60% grading, drainage & Stormwater plan and details
- Technical specifications
- Attend one (1) page turn with the Client

Electrical Engineering - Based upon the Client approved 30% construction documents the following will be performed and/or provided at a 60% level of completion (see Exhibit D for further detail):

- 60% electrical engineering plans, details and notes
- Photometrics
- Electrical specification schedule

90% Design Document Phase

Landscape Architecture - Based upon input received during the 60% Design Document review with the Client, Owner and design team, CDG will prepare 90% Design Documents for the Project.

- CDG will assist the Project design team in the location and selection direction and review of Project program elements such as lighting, architecture and hardscape during the Design Development Phase.
- CDG will update the estimate of probable construction costs for the Project programming.
- CDG will review the Owner provided estimate of probable construction costs.
- CDG will attend one (1) page turn review meeting with the Client, Owner and design team. Input received will be included in the 100% Design Documents.
- CDG anticipates up to four (4) coordination conference calls during this phase of work.

Civil Engineering - Based upon the Client approved 60% construction documents the following will be performed and/or provided at a 90% level of completion (see Exhibit C for further detail):

- 90% site utilities plan and details
- 90% hardscape plan and details
- 90% grading, drainage & Stormwater plan and details
- Technical specifications
- Attend one (1) page turn with the Client

Electrical Engineering - Based upon the Client approved 60% construction documents the following will be performed and/or provided at a 90% level of completion (see Exhibit D for further detail):

- 90% electrical engineering plans, details and notes
- Photometrics
- Electrical specification schedule

100% Design Document Phase

Landscape Architecture - Based upon input received during 90% Design Document review, CDG will develop 100% Design Documents for the Project. The documents will address plans, details and notes sufficient to construction the Project. Specifically, the documents will address Project:

- Active Recreation Elements
- Passive Recreation Elements
- Accent Hardscape
- Site Furnishings
- Landscape
- Irrigation
- During this phase of the Project, CDG will develop 100% specifications for CDG programming.
- CDG anticipates up to four (4) coordination conference calls during this phase of work.

Civil Engineering - Based upon the Client approved 90% construction documents the following will be performed and/or provided at a 100% level of completion (see Exhibit C for further detail):

- 100% site utilities plan and details
- 100% hardscape plan and details
- 100% grading, drainage & Stormwater plan and details
- Technical specifications
- Attend one (1) page turn with the Client

Electrical Engineering - Based upon the Client approved 90% construction documents the following will be performed and/or provided at a 100% level of completion (see Exhibit D for further detail):

- 100% electrical engineering plans, details and notes
- Photometric Plan
- Electrical specification schedule

This concludes the Project scope of services and deliverables. Not included in this scope of services is City permitting, bidding and construction phase services. These services can be provided upon the request of the Client.

FEES

The professional fees for the above-described services are as follows:

Pre-Design & Conceptual Design Phase	\$ 90,924
30% Design Document Phase (includes \$1,150 Fire Flow Test)	\$ 71,340
60% Design Document Phase	\$ 97,290
90% Design Document Phase	\$ 67,890
100% Design Document Phase	\$ 48,030
Total	\$ 375,474

Not included in the above fees but which may be required as an additional service is the following:

Environmental Section 404 Permitting (if required)	\$4,860
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Included in the scope of work above are reimbursable expenses incurred on the project's behalf, including printing, plotting, photocopies, reproduction, postage, long distance telephone, mileage, express mail or courier services. Capacity and impact fees associated with application filings shall be the responsibility of the owner. Reimbursable expenses will be billed at cost plus 15%. We will bill monthly for all work performed and expenses incurred on the project's behalf. Unpaid invoices after 30 days will accrue service charges at 1½% per month and include any costs of collections and reasonable attorney's fees. Services that may be required, which Catalyst Design Group and/or their sub-consultants, can provide, but are not part of this proposal include:

- City Permitting
- Bidding Phase
- Construction Phase
- 3D modeling
- Rendered graphics beyond those included above.
- MEP Services

- Offsite Improvements
- Pay Application Review
- Additional design revisions.
- Additional meetings.
- Additional public involvement meetings and presentations.
- City commission meetings.
- Plan nursery visits and tagging.
- Retaining wall design and engineering.
- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services.
- Multiple document releases designed for phased construction, etc.
- Off-site improvements (including utilities, drainage, roads, turn lanes, etc.), public improvements on or off-site or easements for any required public improvements.
- Detailed Opinions of Probable Construction Costs or alternative analysis of designs with respect to layout, grading and drainage studies to balance earthwork.
- Bid Administration.
- Value engineering phase services and/or sustained bidding and contractor negotiation coordination which requires RFI responses and drawing revisions beyond the normal progression of design.
- Revisions in drawings or other documents when such revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within the control of Catalyst Design Group.
- Providing services made necessary by the default of the contractor, or by defects or deficiencies in the work of the Contractor.

We would be happy to provide or coordinate the acquisition of any of these services as requested by you as an additional service. Unless otherwise indicated, these services will be provided consistent with our Continuing Services Contract Agreement of Planning or Development Services dated October 18, 2024.

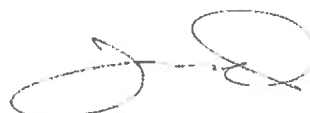
Thank you for the opportunity to submit this proposal! We look forward to working with you on this exciting project. If this proposal is acceptable, please sign return one copy to our office.

Best Regards,

Catalyst Design Group



Bruce C. Hall, PLA, ASLA
Principal Landscape Architect



Jay Hood, PLA, ASLA
Principal Landscape Architect

Attachment(s):

- Exhibit A – Project Area
- Exhibit B – City Provided Conceptual Master Plan & Limits of Irrigation

- Exhibit C – Civil Engineering Scope of Services, Geotechnical Scope of Services, Surveying Scope of Services & Environmental Scientist Scope of Services
- Exhibit D – Electrical Engineering Scope of Services

Agreed by:

Name

Date

Title

Company

Exhibit A



Exhibit B



Exhibit C
Civil Engineering
Geotechnical Engineering
Surveying
Environmental Scientist

June 11, 2025

Mr. Bruce Hall, PLA, ASLA
CATALYST DESIGN GROUP
1085 W. Morse Boulevard, Suite 100
Winter Park, Florida 32789

**RE: PROPOSAL TO PERFORM PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE CITY OF
LAKELAND ENGLISH CREEK PARK PROJECT, LAKELAND, FLORIDA**

Dear Mr. Hall:

Carter and Kaye Engineering, LLC (CarterKaye) is pleased to present this proposal to Catalyst Design Group (the Client) to perform professional civil and environmental engineering services for the English Creek Park project located at the southwest quadrant of West Pipkin Road and Medulla Road in Lakeland, Florida. The project includes a range of passive and active recreational improvements such as a multipurpose field, pickleball courts, a playground, dog parks, restroom buildings, park drives and parking facilities, landscape and irrigation, event power, 460+/- parking spaces, and site furnishings, as described and illustrated in Catalyst's proposal to the City of Lakeland.

1. A signed and sealed topographic and boundary survey will be provided (in AutoCad format and hard copy) by the Client to CarterKaye at the outset of the Project. The topographic survey will contain all pertinent information (e.g., subsurface utility information, property boundaries, easements) based on field conditions, title work and reviews by the surveyor in and around the Project Site. Please note that the surveyors fee will be billed to the Client for their services in addition to the fees shown in the Scope of Services Fee and Billing below.
2. The Client will be responsible for hiring and coordinating with the mechanical engineers and others regarding gas, telephone, cable and electric/lighting systems providers for any designs to supply the site needs. TECO will provide power and lighting to the site based on the Clients parking lighting.
3. No offsite (outside of the Project Site) modeling, improvements, or design (e.g., roads, intersection) will be required
4. The Owner and surveyor will handle all property easements, access dedications and encumbrances.
5. CarterKaye will rely on the Client's geotechnical and structural engineers to provide the Client with any structural (e.g., retaining walls, rigid pavement, pavilions) requirements to meet the site's geotechnical or structural designs requirements. A signed and sealed geotechnical report detailing the design requirements will be provided to CarterKaye by the Client's geotechnical engineer

6. The proposed improvements will not require a subsurface retention/detention system, and sufficient capacity and area exists within the Project Site for an open-air closed basin stormwater retention/detention area, which will retain all of the onsite excess rainfall water with no proposed discharge structures.
7. It is assumed that the proposed improvements will be approved by permit SWFWMD before December 28, 2025.
8. The Project Site does not have any onsite or nearby contamination, and it has adequate space available for an onsite open air retention system to serve the Project Site.
9. The Utility provider will ensure the adjacent systems surrounding the Project Site have adequate conveyance and storage capacity, which will not affect this site's design.
10. The Project Site is adequately zoned for intended use, and no variances/waivers or land use changes are needed.
11. Adequate potable and fire water service is available within or in the immediately adjacent right of way to the Project Site. The existing water system's capacity (e.g., pressure and flow) is sufficient, and no capacity upgrades (e.g., booster pumps) or system modeling will be required. The Client's mechanical engineer will provide design information to CarterKaye to ensure the service lines at the building connection point have sufficient capacity to serve the building's fire protection and potable water requirements.
12. An existing gravity sanitary sewer system is readily available, has capacity and of sufficient depth within the Project Site within or in the immediate adjacent right of way to the Project Site. The utility provider will coordinate with and will provide design information to CarterKaye to ensure the sanitary sewer system has sufficient capacity to the site.
13. The Owner will provide all known City-owned existing utility information within the Project Site. The utility provider will provide available information regarding existing utility infrastructure within the Project Site, including but not limited to any existing storm sewer and sanitary sewer lift station components, layout, historical flows, and known capacity constraints. CarterKaye assumes no responsibility for evaluating the performance, capacity, or adequacy of any existing utility infrastructure.
14. The permitting will be completed before issuance of the GMP for construction. It is assumed that revisions to the plans will occur throughout the design process. The design process, by nature, involves iteration and ongoing refinement of plans as part of normal engineering leading to final engineering. It is not practical to notify downstream parties of every change, as revisions are a routine and expected part of the design process.

Based on these assumptions, our proposed scope of services is provided below.

Task 1 – Schematic Design and Preliminary Engineering Services

- 1.1 Attend a kick-off meeting with the Client and Owner to review an owner-approved conceptual plan (provided by others in AutoCad format) improvements and discuss other pertinent information needs.
- 1.2 Review the signed and sealed survey (showing all pertinent title work elements, known utilities); and AutoCad drawing at the outset of the Project.
- 1.3 Prepare one schematic Site Plan for permitting meetings will be an advancement of the current conceptual plan provided by the Client showing the generalized proposed improvements and exhibits based on: (1) an adequate signed and sealed Topographic and Boundary survey (provided in AutoCad showing all pertinent elements including easements); and (2) a Client-supplied finalized conceptual plan/building footprint in AutoCad format for the Project Site. The schematic Site Plan will generally show the proposed general development characteristics (e.g., site access, setbacks, buildings, recreation areas, survey information).
- 1.4 Notify the County, City, electric, gas, and telephone companies of the proposed construction and request locations, conflict information, comments, and detail on their existing utilities and service to the Site in attempt to avoid conflicts. Due to source information limitations, there is no assurance that all existing utilities will be accurately defined as to their depth and extent within the vicinity of the Project Site. The Owner's utility contractor will be required to coordinate utility service specifics and advise/plan on any conflicts/resolutions prior to construction and allow time for any design revisions. CarterKaye is not responsible for information limitations, construction costs/delays, utility research, location, and capacity verification information costs for utilities owned by others. CarterKaye assumes no liability for any discrepancies in utility locations or conflict resolutions, which remain the responsibility of the utility providers and the Client's utility contractor. To improve on the uncertainty associated with subsurface utilities, the Owner may choose to have some degree of subsurface utility excavation or ground penetrating radar performed.
- 1.5 Arrange for a fire flow test with a fire hydrant testing company who will bill the Client directly for their services (estimated at \$1150) to be billed as a reimbursable item.
- 1.6 CarterKaye will assist you in the review the soil scientists and geotechnical engineers soil boring tests across the Project Site, including but not limited to: (A) Seasonal high-water elevations, soil conductivity (Kvsu & Khsu), permeabilities, storativity and restrictive zones as required for the Environmental Resource Permit (ERP) application package; (B) Detailed flexible/rigid pavement evaluations/design (e.g. reinforcement, joints), soil modulus; and (C) Site preparation (e.g. soil replacement, karst and sink hole, subsurface drainage), asphalt/concrete mixes, subsurface drainage loading avoidance/design recommendations. Please note that the geotechnical engineer's fee will be billed to the Client for their services in addition to the fees shown in the Scope of Services Fee and Billing below. It is estimated the soil scientist cost will be less than \$1000 for each onsite 10 ft boring.

- 1.7 If needed, CarterKaye will assist the Client with coordinating with a traffic consultant to evaluate the local traffic conditions and the geometric design for accessing the site and preparation of maintenance of traffic/TCP designs. Please note that the traffic consultant fee will be billed to the Client for their services in addition to the fees shown in the Scope of Services Fee and Billing below.
- 1.8 CarterKaye will assist the Owner's coordination with an archeologist, ecologist/biologist to perform at least a preliminary historical/archeological ecological evaluation of the site. Please note that the consultants' fee will be billed to the Client for their services in addition to the fees shown in the Scope of Services Fee and Billing below.

Task 2 – Permitting and Agency Coordination Services

- 2.1 If deemed necessary by CarterKaye, schedule, prepare schematic exhibits for, and attend one permit application meeting with the SWFWMD to review the Project Site and to discuss the possibility of obtaining an exemption for the management of stormwater for this Project.
- 2.2 Prepare an ERP application and submit it to the SWFWMD for review.
- 2.3 If deemed necessary by CarterKaye, assist the Client's Contractor in the preparation and submittal of the National Pollution Discharge Elimination System (NPDES) Notice of Intent (NOI) by providing the Grading and Drainage Plan and site information for the SWPPP and NOI submittal.
- 2.4 If deemed necessary by CarterKaye, prepare a FDEP General Permit for the Construction of Water Main permit application (DEP Form 62-555.900 (7) and design plans to be submitted to Polk County Health Department (PCHD).
- 2.5 If deemed necessary by CarterKaye, prepare a Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (DEP Form 62-604.300(8)(a)) and design plans to be submitted to the FDEP for review.
- 2.6 Review your ecologist's data as a result of performing an ecological evaluation and any permitting associated with any design effort required (e.g., in-lake improvements). Please note that the ecologist fee will be billed to the Client for their services in addition to the fees shown in the Scope of Services Fee and Billing below.

Task 3 – Design Development Services

- 3.1 Based on the pre-application meeting(s) (if needed) with the Polk County and SWFWMD, final geotechnical data, completed surveys, utility owner's feedback, CarterKaye will prepare civil design development (80 percent substantially complete) 22" x 34" engineering plans to include one Dimensioned Site Plan, Grading and Stormwater Management Drainage Plan, Potable Water and Sanitary Sewer Services Plan, construction Details for the civil engineering improvements for permit application submittals.

- 3.2 Technical specifications will be contained on the construction drawings. CarterKaye assumes that the EJCDC or AIA Standard General Conditions will be used by the Client (and followed by the civil Client's contractor) to define the standard conditions for the construction contract, e.g., substantial completion, submittals/shop drawing review requirements, etc.

Task 4 – Final Engineering Services

- 4.1 After feedback from the permitting agencies, prepare final civil engineering 22" x 34" construction plans, to include one Dimensioned Site, Grading and Stormwater Management Drainage Plan, Potable Water and Gravity Sanitary Sewer Services Plan, and Details, for the civil engineering improvements for the Project Site's supporting infrastructure.
- 4.2 Technical specifications will be contained on the construction drawings in lieu of a Project Manual. CarterKaye assumes that the EJCDC or AIA Standard General Conditions will be used by the Client/Client's contractor to define the standard conditions for the construction contract, e.g., substantial completion, submittals/shop drawing review requirements, etc. which support and complement CarterKaye's specifications. The Client acknowledges CarterKaye's construction plans contain contract requirements which cannot be excluded by the Client's contractor ("Contractor") as part of the Project unless explicitly approved in writing by CarterKaye's Engineer of Record.

Task 5 – Limited Bidding, Construction Administration and Agency Required Certification Services (Additive Upon Authorization of Construction)

- 5.1 Answer three rounds of contractor RFI questions prior to the pre-construction period and issue addenda and, if necessary, attend a pre-construction kick-off meeting coordinated by the Contractor. Answer two rounds of contractor RFI questions prior to the pre-construction period and issue addenda and, if necessary, attend a pre-construction kick-off meeting coordinated by the Contractor.
- 5.2 If necessary, three submittals of civil engineering related shop drawings/submittals and respond to requests for plan interpretation related to CarterKaye's construction plans. This task includes review of up to two (2) submittal packages and associated plan interpretation support.
- 5.3 As deemed necessary by CarterKaye, CarterKaye will perform site visits to review the contractors Work (work based on the engineering plans and permits) for general conformance with the general intent of the civil engineering construction documents (e.g., plans, specifications, and permit applications) prepared by CarterKaye. This task includes up to two (2) site visits per week for a construction duration of six (6) months.
- 5.4 Assist in the Client's coordination with the Contractor's licensed geotechnical engineer who will perform in-situ materials testing, pavement design and design mix reviews, compaction testing,

Our compensation for Bidding, Construction Administration, and Certification Services will be addressed separately if construction is initiated, at a fixed fee of \$34,100 upon written authorization by the Client. Any other services performed by CarterKaye (e.g., meetings, coordination) for this Project which are not specifically included in the above Scope of Services but are requested/approved by you are Additional Services and will be billed in addition to the above-stated fixed fee in accordance with our attached Rate Schedule and Direct Expense/Reimbursable Costs.

An invoice for professional services completed and presented via email to you for payment on a monthly basis. Invoices are due upon receipt. Payment of permitting and review fees, impact fees, other soils testing, other surveying, structural and other traffic engineering, publications, traffic, other geotechnical and ecological consultants, and other costs not included in this proposal are the Client's responsibility. The attached proposals from the geotechnical engineer, surveyor, and other subconsultants are provided for reference only regarding scope, conditions and fees. **The fees shown on the attached are in addition to the fees shown above.**

Terms and Conditions

Carter and Kaye Engineering LLC's General Terms and Conditions are attached hereto and are considered a part of the scope of services. The Client indicates by the execution of this proposal that the Client has reviewed and understands the attached terms and conditions.

All legal actions by the Client or any third party claiming through the Client, arising out of or related to this Agreement or the services provided, must be initiated no later than three (3) years from the date of CarterKaye's substantial completion of its Work, as determined by final City-approved engineering plans or permit closeout. The parties agree that this period applies regardless of the date any alleged issue is discovered. This clause shall not extend any applicable statute of limitations or statute of repose under Florida law.

Contingencies for uncertainty in land development should be addressed with the Owner early in the process. Land development carries inherent risks such as unknown underground utilities, unsuitable soils, and construction sequencing challenges, which are largely unforeseeable during design. These matters are the responsibility of the Client to discuss with the Owner; however, CarterKaye is more than happy and encourages being included in these discussions when applicable to help ensure alignment and clarity for all parties

In good faith, we provide the scope, approach, and fee information included in this proposal solely to assist the Client in preparing a coordinated project proposal. While the final submittal may become public record, the contents of this proposal are not to be distributed internally or externally for purposes of comparison, nor used to solicit or evaluate alternate proposals from other firms offering similar services. We respectfully request that this information be treated as confidential and not shared or used beyond its intended purpose without our prior approval.

Excluded work efforts include but are not limited to: **City of Lakeland Permitting**, ACOE permitting; Archeological, Cultural, Historical, and Protected Ecological Species Studies and Permitting; Boardwalks, Piers; Planning, Zoning, Variances/Waivers, Cost Estimates; Downgradient/offsite Drainage Evaluation; FDOT

quality control and assurance requirements and QA/QC letter (as required on CarterKaye's plans prior to our certification), and all geotechnical-related/elements of construction inspections, testing, recommendations, and oversight of the Work. The Owner's/Client's Contractor shall be advised by the Client that geotechnical direction and oversight (not just laboratory and field sampling and testing) is required of the Work.

- 5.5 After receiving the professional land surveyors record survey (which must comply with CarterKaye's requirements) from the and covered by the Contractor and after CarterKaye is notified in writing by the Client the Work is substantially complete, conduct one site visit to observe the substantially complete Work. Prepare a punch list of the observed items to be completed in general conformance with the approved plans and permits.
- 5.6 When the Client's Contractor's Work is 100% complete, and when requested in writing by the Client, make one site visit to observe the completed construction and to review CarterKaye's punch list items.
- 5.7 Certifications of the Engineer of Record are required by the agencies to certify the Work has been completed in substantial conformance with the permitted plans, CarterKaye ordinarily at its discretion needs to review the Work. Once the improvements are completely constructed, the contract documents require the Contractor to prepare a certified (signed and sealed by a Florida Registered Professional Surveyor) electronic Record Survey in AutoCAD format which clearly illustrate the as-built conditions of the construction project. It is required that the Contractor identify and list all deviations relevant to the construction documents to CarterKaye to ensure these deviations are clearly listed on the as-builts. Based on completed as-builts, CarterKaye will perform two reviews of the Record Survey of the completed Project.
- 5.8 Once construction is deemed sufficiently complete by CarterKaye, CarterKaye will prepare and submit a certification to the agencies. Please note that any deviations from the approved construction plans (notwithstanding the opinions of City/County inspectors, local approval, etc.) such as pipe slope, retention pond size, elevation differences, and Contractor exclusions (geotechnical engineering and testing requirements on the plans) which call into question the capacity of the system(s) could require Additional Services by CarterKaye to resolve same and/or Client's indemnification of CarterKaye.

Scope of Services Fee and Billing

CarterKaye will complete the professional services in the Scope of Services for the fixed fees below.

Permitting and Design; Fire Water Storage/Pumps; FIRM Revision/Amendment; Floodplain Studies, Impacts and Compensation; Maintenance of Traffic Preparation; Neighborhood Meetings; Non-Technical (front-end) Contract Document Preparation; Offsite Improvements (e.g. utilities, Turn Lanes, Signals, Intersections, Lift Station), Evaluation and Data Collection; Stormwater Management Operation and Maintenance Cost Estimate and Manual; Septic System Design and Permitting; Slope Corrections/Overburden Calculations; Public Lift Station w/electrical, telemetry, and SCADA design; Public Meetings; Regional Water Resources Modeling; Rigid Pavement Design; Offsite Road Cores for Pavement Evaluations; Offsite Road Cross Sections and overburden evaluations; Shoreline (e.g. boardwalks, piers) or lake improvements; Shoring, piling; SHWL determination; Redesign for Cost-Cutting/VE by Others (e.g. Client, Owner, or Consultants) post 30 percent and Design; Utility Evaluations (SUE); Surface Water Quality BMPs Treatment Efficiency Justification; Ecological Permits, and Mitigation; Wetland Evaluations, Mitigation; TMDL Evaluation and Compliance; Utility Research (e.g. SUE), Location, and Capacity Verification; Water Well Permitting; and all other services or work tasks and meetings not specifically identified in the Scope of Services herein.

As an authorization for us to begin CarterKaye's services, please return an executed copy of this proposal. We sincerely appreciate the opportunity to assist you.

Sincerely,

Carter and Kaye Engineering, LLC



Kriss Y. Kaye, PE, CFM, Managing Member

**ACCEPTED BY:
Catalyst Design Group**

Bruce Hall, PLA, ASLA, Principal

In good faith, we provide the scope, approach, and fee information included in this proposal solely to assist the Client in preparing a coordinated project proposal. While the final submittal may become public record, the contents of this proposal are not to be distributed internally or externally for purposes of comparison, nor used to solicit or evaluate alternate proposals from other firms offering similar services. We respectfully request that this information be treated as confidential and not shared or used beyond its intended purpose without our prior approval.

Excluded work efforts include but are not limited to: ACOE permitting; Archeological, Cultural, Historical, and Protected Ecological Species Studies and Permitting; Boardwalks, Piers; Planning, Zoning, Variances/Waivers, Cost Estimates; Downgradient/offsite Drainage Evaluation; FDOT Permitting and Design; Fire Water Storage/Pumps; FIRM Revision/Amendment; Floodplain Studies, Impacts and Compensation; Maintenance of Traffic Preparation; Neighborhood Meetings; Non-Technical (front-end) Contract Document Preparation; Offsite Improvements (e.g. utilities, Turn Lanes, Signals, Intersections, Lift Station), Evaluation and Data Collection; Stormwater Management Operation and Maintenance Cost Estimate and Manual; Septic System Design and Permitting; Slope Corrections/Overburden Calculations; Public Lift Station w/electrical, telemetry, and SCADA design; Public Meetings; Regional Water Resources Modeling; Rigid Pavement Design; Offsite Road Cores for Pavement Evaluations; Offsite Road Cross Sections and overburden evaluations; Shoreline (e.g. boardwalks, piers) or lake improvements; Shoring, piling; SHWL determination; Redesign for Cost-Cutting/VE by Others (e.g. Client, Owner, or Consultants) post 30 percent and Design; Utility Evaluations (SUE); Surface Water Quality BMPs Treatment Efficiency Justification; Ecological Permits, and Mitigation; Wetland Evaluations, Mitigation; TMDL Evaluation and Compliance; Utility Research (e.g. SUE), Location, and Capacity Verification; Water Well Permitting; and all other services or work tasks and meetings not specifically identified in the Scope of Services herein.

As an authorization for us to begin CarterKaye's services, please return an executed copy of this proposal. We sincerely appreciate the opportunity to assist you.

Sincerely,

Carter and Kaye Engineering, LLC

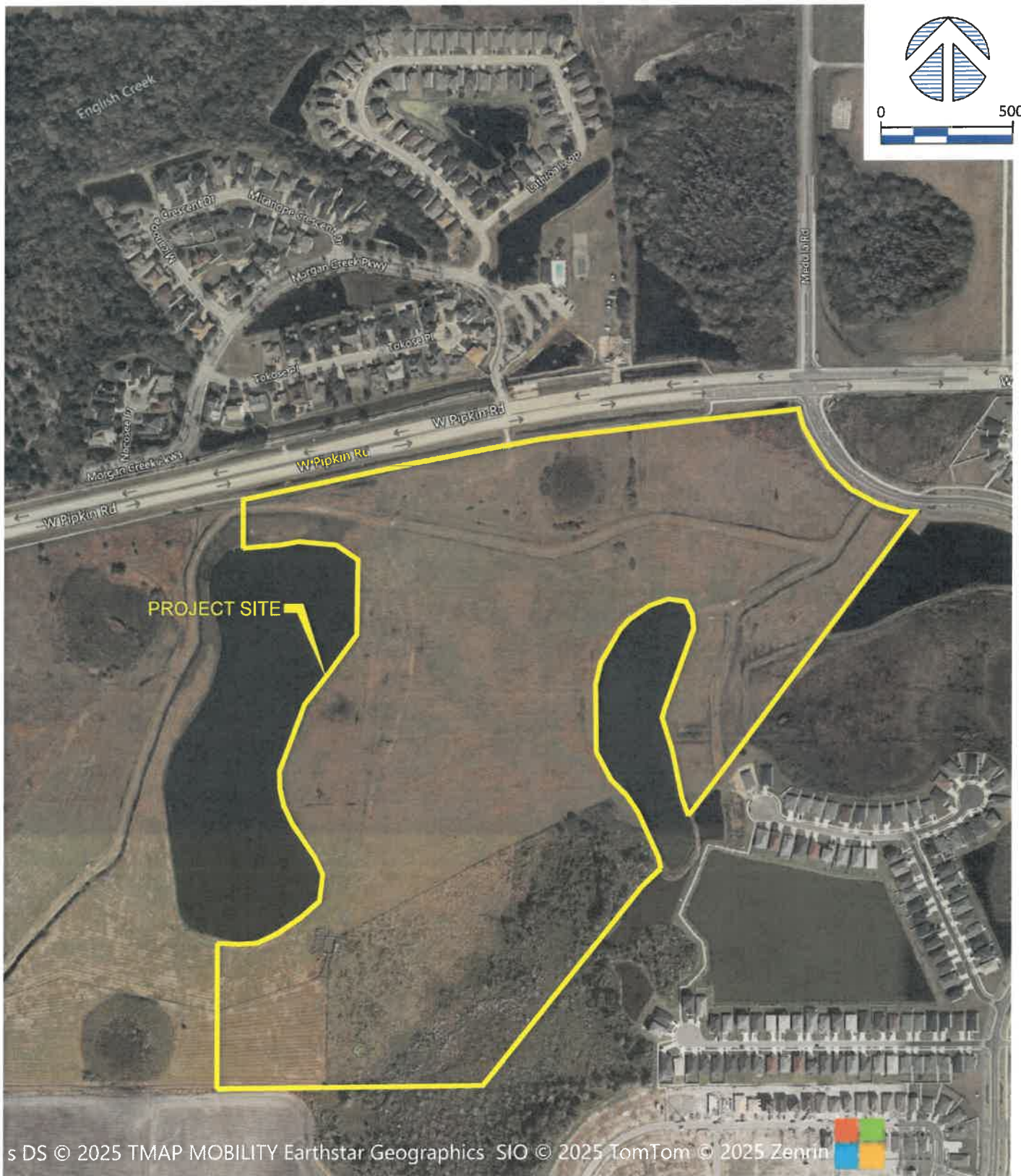


Kriss Y. Kaye, PE, CFM, Managing Member

ACCEPTED BY:

Catalyst Design Group

Bruce Hall, PLA, ASLA, Principal



K:\Clients\CTLST - Catalyst Design Group, PC, Inc\CTLST25001 - English Creek Park\ACAD\EXHIBITS\250414 ProjectSite KK AJO.dwg

PROJECT SITE

CATALYST DESIGN GROUP, PC, INC.
ENGLISH CREEK PARK
SECTION: 08, TWP: 29S, RGE: 23E

SOURCE:

AERIAL: MICROSOFT

PROJECT No.:

CTLST25001

Plot Date:

Apr 24, 2025 - 9:36am



CARTER|KAYE
ENGINEERING

137 5th Street N.W. • Winter Haven, FL 33881
T: (863) 294-6965 • Web: www.carterkaye.com

CARTER AND KAYE ENGINEERING, LLC**CURRENT HOURLY RATE SCHEDULE**

1.	Principal Engineer - Expert Witness	\$285.00
2.	Principal Engineer - Attend Public Hearings	\$225.00
3.	Principal Engineer	\$210.00
4.	Principal Architect	\$270.00
5.	Staff Architect	\$195.00
6.	Registered Engineer – Expert Witness	\$210.00
7.	Registered Engineer	\$180.00
8.	Project Manager/Engineer V	\$130.00
9.	Project Manager/Engineer IV	\$125.00
10.	Project Manager/Engineer III	\$105.00
11.	Project Manager/Engineer II	\$100.00
12.	Project Manager/Engineer I	\$ 90.00
13.	Project Coordinator	\$ 90.00
14.	Administrative Assistant/Clerical	\$ 85.00
15.	Engineering Designer III	\$125.00
16.	Engineering Designer II	\$120.00
17.	Engineering Designer I	\$100.00

DIRECT EXPENSES

1.	24"x36" BW Bond Plans	\$ 2.50/printed side
2.	24"x36" Color Bond Plans	\$ 3.50/printed side or Actual Cost
3.	Letter Copy Machine	\$ 0.20/BW printed side
4.	Letter Copy Machine	\$ 1.50/Color printed side
5.	BW Plotter Prints/Plans	\$10.00/printed side
6.	Color Plotter Prints/Plans	\$15.00/printed side
7.	Shipping/FEDERAL EXPRESS/POSTAGE	Based on Weight/Actual Cost
8.	MILEAGE	\$ 0.675/mile (or IRS Rate)
9.	MYLAR B&W	\$ 15.00/Sheet

All direct expenses such as application fees, printing and copy costs, long distance phone calls, or travel expenses shall be paid for by the owner. Any specialty professional service fees such as boundary/topographical surveying, soil exploration, environmental, or traffic studies may be directly contracted by the CLIENT. If these type services are subcontracted through CarterKaye, a 15% surcharge may be applied and a retainer may be required.

One and one half (1-1/2%) percent interest per month will be applied to unpaid balances. Cost accrued as a result of collecting delinquent balances such as attorney fees will be paid by the clients.

In cases where overtime work is required by the client and performed by hourly paid employees, it will be billed at a rate of one and one-half (1 1/2) times the standard hourly rates. Overtime is time worked on the weekends and time worked between 5:30 pm to 7:30 am Monday through Thursday, and after 12 pm on Friday.

Effective January 1st of each year, rates and expenses will be revised annually based on local consumer price index adjustments.

REVISED: 12/30/2024

1. This engagement by Client (e.g., Architect, Contractor, property Owner or Owner representative) is under the following general terms and conditions and is an integral part of the accepted Proposal between Client and Carter and Kaye Engineering, LLC (CarterKaye). The Proposal is valid for 30 days from the date of Proposal unless withdrawn sooner. Technical and costs information provided by CarterKaye is confidential and proprietary property of CarterKaye. Client agrees not to use or disclose to third parties the information in CarterKaye's Proposal/agreement without CarterKaye's written consent. Delays occur that are beyond the control of CarterKaye. CarterKaye is not responsible for delays in the performance of its service. CarterKaye may engage or replace subconsultants at its discretion. CarterKaye shall remain responsible for their coordination but is not liable for delays or deficiencies solely caused by subconsultants.
2. The agreement created by the Client's acceptance of a/the Proposal by CarterKaye, and these General Terms and Conditions is hereinafter referred to as the "Agreement." If the Client knowingly requests or allows CarterKaye to proceed with services, the Proposal and these General Conditions shall be deemed accepted. The Proposal, General Terms and Conditions, and rate schedule supersede any conflicting purchase order, agreement or understanding including those between the Owner and the Architect or Contractor, when CarterKaye is engaged by a party other than the Owner. Payment to CarterKaye is the sole responsibility of Client under this Agreement and is not subject to third party agreements such as agreements between Owner and Architect or Contractor unless explicitly stated in writing by CarterKaye. In entering into this Agreement, Client has relied only upon the representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements will be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No representations, warranties, or understandings, unless contained herein, exist between Client and CarterKaye.
3. CarterKaye does not guarantee permit issuance. While CarterKaye will prepare applications per applicable regulations, frequent regulatory changes may affect completeness or approval.. CarterKaye does not represent or warrant that the Scope of Work identified in the Proposal will result in obtaining all permits and will the complete the project.
4. CarterKaye shall perform its service in accordance with generally accepted professional standards. There are no other warranties, guarantees expressed or implied. The use of "certification" or "certify" means an expression of CarterKaye's professional opinion that the engineering services addressed in this contract have been performed based upon the best of information, knowledge and belief and in accordance with commonly accepted procedures consistent with applicable standards of practice and does not constitute a warranty or guarantee by CarterKaye. This Agreement is solely for the benefit of the Client and no other party or entity will have any claim against CarterKaye; the Client agrees to require this condition in its contract with others involved with this Project. There is no third-party beneficiary of this Agreement, and the Owner must convey this to all related third parties.
5. Invoices are due upon receipt. Late payments (30+ days) incur a 1.5% monthly finance charge. CarterKaye may collect unpaid fees, including legal costs. If the Client fails to pay any invoice due to CarterKaye within 30 days of the date of the invoice, CarterKaye may, without notice, and without waiving any other claim or right against Client, terminate all services and refuse to release work as a result of its service under this Agreement. Unless CarterKaye receives written notice of Client's dispute of an invoice within 15 days of the invoice date, the invoice will be presumed correct. Detailed time/effort descriptions beyond what is included in CarterKaye's invoice or contract will not be required by the Client. Failure to make payment as agreed will result in termination of services, including permit applications. The client agrees to pay reasonable costs and attorneys' fees incurred by CarterKaye to collect payment. In the event all or any portion of the service or resultant work prepared or partially prepared by CarterKaye is suspended, abandoned, or terminated, the Client must pay CarterKaye within 15 days all fees, charges, services incurred up to the point of written notice by the Client. Client's termination of this Agreement will not be effective unless Client gives CarterKaye 7 days prior written notice.
6. The Client must, at all times, indemnify, and save harmless CarterKaye and its officers, employees, and subconsultants on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, and caused in whole or in part by the acts, omissions or negligence of the Client, its officers, employees, and subconsultants in connection with the Project. Although CarterKaye may/agree to coordinate and pay (as a client reimbursable cost) consultants, the consultants' attached contract is/provisions are between the Client and consultant and do not bind/impose a legal obligation on CarterKaye. Client acknowledges that CarterKaye is not in direct contract with the Owner under this Agreement, and the Architect or Contractor retains full responsibility for any miscommunication, omissions, or delays resulting from the Architect's or Contractor's involvement. Any claims arising from decisions made by the Owner must be directed at the Client (Architect or Contractor), not CarterKaye, unless otherwise agreed in a separate agreement directly with the Owner. Client will make no claim against CarterKaye unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends are a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in Florida and must have an equivalent experience in the same engineering discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding. This certificate will be provided to CarterKaye not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
7. Client agrees that, to the fullest extent permitted by law, CarterKaye's total aggregate liability (including the liability of its officers, employees, subconsultants) to the Client (and anyone claiming by, through or under the Client) for any and all injuries, claims, losses, expenses or damages

arising out of this Agreement from any cause or causes, and any damage on account of any error, omission or other professional negligence; CarterKaye's liability will be limited to a sum not to exceed \$50,000 or the fee received under this Agreement minus third-party costs, whichever is greater. This limitation will apply regardless of the cause of action or legal theory pled or asserted. Such causes include, but are not limited to, CarterKaye's negligence, errors, omissions, strict liability, or breach of contract or warranty. In the event the Client is unable to accept the above limitation of liability, CarterKaye agrees prior to performing any services to increase the limitation to \$1,000,000 upon its receipt of Client's written agreement to pay an additional sum of not less than 10% of the total fee under this Agreement or \$1,000, whichever is greater. Client and CarterKaye waive consequential damages arising out of this Agreement.

8. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Venue for any proceedings brought under the terms of this contract must be in Polk County, Florida governed by the laws of the State of Florida. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation, including any appeal, bankruptcy, mediation or arbitration proceeding. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by mediation or arbitration, the term "prevailing party" will be determined by that same process. It is understood that CarterKaye's services under this Agreement do not include participation in any litigation. CarterKaye agrees to serve as an expert witness provided that a separate contract is negotiated and agreed upon. Client agrees to pay all reasonable expert witness fees if CarterKaye or any of its employees are subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party of.
9. CarterKaye retains ownership of all project documents. Unauthorized reuse is at the Client's sole risk, and the Client agrees to indemnify CarterKaye against any claims arising from improper use.
10. Quantities, scopes, cost estimates/opinions and time schedules provided by CarterKaye are approximate at best and are based on judgment and past project experience. Client acknowledges that CarterKaye does not control actual costs, which may vary from estimates. CarterKaye is not a construction estimation company; therefore, the Client should not rely on CarterKaye for costing; if the Client seeks assurance, they should employ an independent cost estimator to make such determinations and to include cost contingencies. CarterKaye does not warrant or guarantee opinions relating to quantities and/or costs, as actual costs and/or actual quantities of materials, and labor and services may vary due to a variety of conditions outside of CarterKaye's control and experience. Therefore, Client agrees to hold CarterKaye free from liability in the event that actual cost, estimates, quantities required for the Project vary or result in an increase in the total cost of the project above that provided in the initial quantity or cost estimate opinions. As the Project progresses revisions to opinions are often needed. Commitments are subject to change due to delays caused by third parties, the Owner unpredictable occurrences, and/or force majeure. Unforeseeable events may arise during the course of the project that are beyond the control and expertise of CarterKaye. In such cases the Client must be responsible for providing additional funds, resources and contingencies necessary to address these events. CarterKaye will not be held responsible for costs or delays associated with such unforeseeables. Client is responsible for all base project costs, including items omitted from the plans that would have been required and paid for regardless. CarterKaye will not be liable for any first costs including but not limited to construction costs, e.g. labor, equipment, services, materials that CarterKaye negligently omitted, which if they had not been omitted, would have been included in the Project and paid for by the Client in any event.
11. If Client does not retain CarterKaye for construction services, the Client waives any claims against CarterKaye and indemnifies it from liability, including attorney fees, for issues related to plans, specifications, shop drawings, or contractor errors. CarterKaye will not make exhaustive or continuous onsite inspections. CarterKaye's and AHJ site observations do not relieve the contractor of responsibility for defects. CarterKaye is not responsible for construction, field errors, inspection, construction errors, means, methods, sequences, schedules with other parties, techniques, procedures, act or omissions of the Client. The contractor is solely responsible for all construction Work (e.g., based on the engineering design and permitting of CarterKaye) on the Project, including safety of all persons and property. Unless otherwise provided in this Agreement CarterKaye will have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous/contaminated materials or underground structures and conditions at the Project.
12. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision will be revised to the extent necessary to make that provision legal and enforceable. The Agreement will be construed to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
13. The Client expressly agrees that CarterKaye is not responsible for any errors, omissions, deficiencies, or claims arising from services rendered by any third party under a prior contract. By entering into this Agreement, the Client releases CarterKaye from any liability related to services performed under prior agreements, and CarterKaye's obligations are strictly limited to those outlined in this Agreement.
14. This Agreement constitutes the entire understanding between CarterKaye and the Client, superseding and terminating any prior agreements, proposals, or understandings—whether written or oral—related to the same project. No obligations, warranties, or liabilities from any prior contractual relationship between the parties shall carry forward. Any work performed under this Agreement shall be treated as a separate engagement, independent from any previous arrangements.

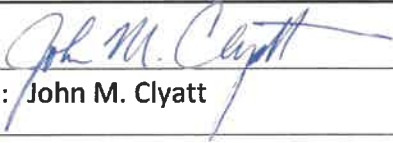
15. PURSUANT TO 558.0035 F.S., AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE INDIVIDUALLY LIABLE FOR NEGLIGENCE.



PROFESSIONAL SERVICES AGREEMENT

30 South, LLC P.O. Box 780, Bartow, FL 33831

Phone: (863) 800-3539 E-mail: contactus@30South.net

Client Name: Catalyst Design Group	Date: 04/21/2025
Attn: Mr. Kriss Kaye	Phone Number:
Address: 137 5th Street NW Winter Haven, Florida 33881	Email:
Project Name: English Creek Park	Project #: TBD upon acceptance
<p>Description of Services: Boundary & Topographic Survey as shown on the attached Exhibit "A".</p> <ul style="list-style-type: none">• Recover controlling corners and prepare boundary survey. Title work to be furnished by Client.• Provide spot elevations and topography across and just outside the Project Site based on NAVD88 vertical datum.• Locate, depict, and label visible aboveground improvements inclusive of culverts, structures, inlets, manholes, etc.• Depict the right-of-way, property boundaries, to NAD83 horizontal datum• Locate trees greater than 6" DBH• Locate up to 1000' of wetlands provide by Client's biologist and prepare separate wetlands survey map relative to the boundaries• Locate trees 6" and greater DBH within the specific shaded area delineated on Exhibit "A".• Illustrate flood zones based on FEMA and final topography.• Coordinate with Sunshine 811 for utility locations and include with topography.• Deliver 3 certified hard copies and digital files of data in AutoCAD format.	
<i>Any modification to services requested may result in additional fees.</i>	
Compensation: <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Hourly - Rates (attached)	
Schedule for Services: 30 business days from notice to proceed.	
This agreement together with Attachment B, Terms and Conditions of Agreement is a binding legal contract. Please sign, date, and return one copy. Retain a copy for your files.	
30 SOUTH, LLC	FOR THE CLIENT The work described is authorized and the attached terms and conditions are accepted.
By: 	By:
Printed Name: John M. Clyatt	Printed Name:
Title: Manager	Title:
Date: 04/21/2025	Date:

ATTACHMENT "B"

30 SOUTH, LLC

TERMS AND CONDITIONS OF AGREEMENT

This engagement of 30 South, LLC by CLIENT is under the following terms and conditions and is an integral part of the accepted Proposal between CLIENT and 30 South, LLC.

1. The fee estimate for the proposed scope of services is valid for 30 days from the date of proposal.
2. Payment to 30 South, LLC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached scope of services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice.
4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required will be established at that time.
5. Invoices will be rendered upon completion of services and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a finance charge of 1-1/2 percent per month.
6. 30 South, LLC shall be entitled to collect its costs and reasonable attorney's fees incurred in the collection of any amounts due it hereunder including all costs and reasonable attorney's fees incurred in any litigation resulting from the collection or enforcement of any of the terms of this contract.
7. For extended projects, invoice payments must be kept current for work to continue. If the CLIENT fails to pay any invoice due to 30 South, LLC within 45 days of the date of invoice, 30 South, LLC may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until 30 South, LLC has been paid in full all amounts due 30 South, LLC and/or any of its consultants and subcontractors. All payments due 30 South, LLC under this contract are to be made at 30 South, LLC's business located at 425 South First Avenue, Bartow, Polk County, Florida. Except as 30 South, LLC elects otherwise, venue for any proceedings brought under the terms of this contract will be in Polk County, Florida.
8. 30 South, LLC agrees to carry the following insurance during the term of this Agreement: workmen's compensation, general liability, professional liability and comprehensive automobile liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of 30 South, LLC normal policies, and it is available, CLIENT agrees to reimburse 30 South, LLC for such additional expense.

9. Damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to this contract. Pursuant Florida Statute 558.0035, **AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
10. The CLIENT shall, at all times, indemnify and save harmless 30 South, LLC and its officers, agents, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, and caused in whole or in part by the acts, omissions or negligence of the CLIENT, its agents, employees, or subcontractors in connection with the project.
11. For any damage on account of any error, omission or other professional negligence, 30 South, LLC liability will be limited to a sum not to exceed \$25,000 or the fee received under this Agreement, less third-party costs, whichever is greater.
12. 30 South, LLC shall not be responsible for failure to perform or for delays in the performance of work, which arises out of causes beyond the control and without the fault or negligence of 30 South, LLC.
13. All documents including drawings, digital files and specifications prepared by 30 South, LLC pursuant to this Agreement are instruments of service in respect to the project. They are not intended or represented to be suitable for reuse by the CLIENT on extensions of the project or on any other project. Any reuse without written verification or adaptation by 30 South, LLC for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to 30 South, LLC; and the CLIENT, or whoever shall reuse said documents, shall indemnify and hold harmless 30 South, LLC from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle 30 South, LLC to additional compensation at rates to be agreed upon by 30 South, LLC and the person or entity seeking to reuse said documents.
14. In entering into this Agreement, CLIENT has relied only upon the warranties or representation (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the CLIENT relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between CLIENT and 30 South, LLC.
15. In the event that survey staking is destroyed by acts of nature or parties other than 30 South, LLC, the cost of re-staking shall be considered as additional services and will be provided upon authorization by the CLIENT.
16. In the event all or any portion of the work prepared or partially prepared by 30 South, LLC is suspended, abandoned, or terminated, the CLIENT shall pay 30 South, LLC all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.

30 SOUTH, LLC

17. 30 South, LLC's services under this agreement do not include participation in any litigation. 30 South, LLC agrees to serve as an expert witness provided that a separate contract is negotiated and agreed upon.
18. This Agreement will remain in effect until completion and acceptance of the final product by the Client.
19. 30 South, LLC shall not be considered an employee of the Client but shall occupy the status of an independent contractor. The relationship between the parties shall be limited to the performance of Services as set forth in this Agreement and shall not constitute a joint venture or a partnership or an employer-employee relationship. Neither party may obligate the other to any expense or liability outside of this Agreement except upon written consent of the other.
20. Should any provision, portion or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, shall be deemed stricken, and all the remaining provisions, portions or application shall continue to be valid and binding upon 30 South, LLC and the Client.
21. Interpretations and enforcement of this Agreement shall be governed by the laws of the State of Florida.
22. This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration change or modification of the terms of the Agreement shall be valid unless made in writing signed by both parties hereto.



5401 South Kirkman Road
Suite 475
Orlando, FL 32819
407.403.6300 phone
407.403.6301 fax

esassoc.com

April 23, 2025

Mr. Kriss Kaye, PE
Carter and Kaye Engineering, LLC
137 5th Street NW
Winter Haven, Florida 33881

**Subject: Scope of Services for Environmental Support Services for the English Creek Park
Lakeland, Florida**

ESA is pleased to provide the following Scope of Service (SOS) in support of CarterKaye (client), by providing environmental support services for the proposed English Creek Park Project (Project) in Polk County, Florida (Attached). A discussion of the required tasks is included below.

Task 1. Conduct Field Review of Parcel/Report Preparation

ESA will conduct a field review of the Project limits for environmental constraints. This review will include the following:

- *Desk top Review of Parcel limits* – Prior to any field surveys, a desktop review will be conducted of the sites to determine any potential constraints that may currently exist. This includes, but not limited to, National Wetlands Inventory (NWI), National Resource Conservation Service (NRCS) Soils and United States Geographical Survey Topographic databases. Listed species databases will be reviewed as well including the Audubon Florida EagleWatch Bald Eagle Nest Locator and the U.S. Fish and Wildlife Service (FWS) Wood Stork Nesting Colonies/Core Foraging Areas and designated listed species Consultation Areas.
- *Wetland/Waterbody Delineation* – If wetlands or waterbodies exist within the review area, ESA will delineate all wetlands and waterbodies in accordance with Chapter 62-340, Florida Administrative Code (F.A.C.) and the U.S. Army Corp of Engineers (ACOE) Wetland Delineation Manual (Regional Supplement – November 2010). In addition, all other surface water (OSW) features within the review area will be reviewed and field located where applicable. The limits of all features will be flagged and collected with a sub-meter Trimble GPS unit and the files will be provided to the Project engineer upon completion.
- *Preliminary Listed Species Survey* – During the site review a preliminary listed species survey will be conducted at to determine the potential for the existence of state and federally listed species and/or their habitat within the review areas. While on site, a 15% gopher tortoise burrow survey of appropriate habitat will be conducted to determine the potential density of individuals on each site.
- *Seasonal High Water Level Elevation Determination* – During the field review, **if present**, three (3) seasonal high-water elevations will be established within the onsite wetland features. The elevations will be set with aluminum nails and clearly marked with flagging in order for a professional surveyor to locate and shoot the elevations.
- *Environmental Report Preparation* – Upon completion of the field review of the proposed site, an Environmental Report (Report) will be written that defines the environmental



constraints that exist within each of the review area. This Report will describe the onsite wetland/waterbody features, listed species habitat, permitting, mitigation options, and avoidance and minimization measures.

- *Geographic Information System (GIS) Exhibit Preparation* – In support of the Environmental Report, GIS mapping will be utilized to produce the environmental graphics that will include; Location, Project Aerial, Wetland/Waterbody Features, Land Use, Soils, Topographic, Listed Species Occurrence Maps.
- *Florida Master Site File TRS Search* – A database search will be conducted with the Department of Historical Resources (DHR) to identify any previously recorded archaeological and cultural resource sites within 500 feet of the review area.

Task 2. State Permitting Support

ESA will provide Project permitting support for the Environmental Resource Permit (ERP) through the Southwest Florida Water Management District (SWFWMD). This support will include the following:

- *Environmental Resource Permit (ERP) Application Preparation* – ESA will assist in the preparation of the ERP application, by providing any environmental information required in Section C of the application. This will include providing the required information in Table 1 – Project Wetland and Other Surface Water Impact Summary.
- *RAI responses* – Responses for up to two (2) Requests for Additional Information, from the SWFWMD.
- *Attending Agency Required Meetings* – ESA will attend the pre-application and any other applicable meetings with agency representatives.
- *Field Meeting with Agencies* – ESA will coordinate with representatives of SWFWMD to schedule a site visit to review the wetland delineation and existing site conditions.
- *Reflag of Wetland Limits* - In accordance with SWFWMD permitting guidelines all wetland limits must be clearly marked with flagging for the site review. ESA scientists will reflag the limits prior to the site meeting with the agencies in order to expedite the review process.
- *UMAM Preparation* – UMAM datasheets for direct and secondary impacts will be prepared for the Project wetlands to determine the amount and type of compensatory mitigation that will be required.
- *Mitigation Options and Determination* – ESA will determine mitigation options for the wetland impacts associated with the Project. ESA will research any appropriate mitigation banks that are within the same drainage basin of the Project impacts to define the cost of and determine the credit availability at the in-basin banks. ESA will coordinate with bank representatives to initiate the required credit purchase and contract implementation for the Project. Once required contracts are executed and down payments (if applicable) have been paid, a letter of reservation from the mitigation bank will be obtained and provided to SWFWMD.



Task 3. Section 404 Permitting Support (if required)

If U.S. Army Corp of Engineers (ACOE) regulated wetlands are proposed to be impacted as a result of the Project, section 404 permitting support will be provided that includes:

- *ACOE ENG 4345 and 2087 Request for JD Form Preparation* – In support of the ACOE 404 permitting, ESA will assist the Project engineers with the preparation of the ENG 4345 and Request for JD forms for submittal during the permitting process.
- *ACOE Wetland Determination Data Form Preparation* – ESA will prepare the Wetland Determination Data Form for each ACOE regulated wetland feature and adjacent upland habitat in support of the 404 permitting process.
- *RAI responses* – Responses for up to two (2) Requests for Additional Information, from the ACOE.
- *Field Meeting with the ACOE* – ESA will coordinate with representatives of the ACOE to schedule a site visit to review the wetland delineation and existing site conditions.

Considerations

- Permitting fees are not included in this SOS.
- Mitigation fees are not included in this SOS.
- Mitigation/Planting Plan is not included in this SOS.
- Formal listed species surveys or permitting are not included in this SOS.
- FWC and/or FWS permitting or fees are not included in this SOS.
- Section 7 or section 10 consultation with FWS is not included in this SOS.
- Professional land survey services are not included in this SOS.
- ESA is not responsible for any existing property encumbrances.
- An Alternative Analysis is not included in this SOS.
- Formal cultural resource surveys are not included in this SOS.
- Local ordinance permitting (i.e. arbor permitting) is not included in this SOS.
- Phase I site assessments are not included in this SOS.
- Site Access will be provided by client.

Compensation

Costs associated with this SOS identified above are based on a fixed-fee method of payment. “If required” services will also be based on fixed fee, however, only if these services are required.

Field Review/Report Preparation =
State Permitting Support =
Section 404 Permitting Support (if required) =
Miscellaneous Costs (Mileage, GPS) =

Total



Thank you for the opportunity to provide this SOS for your project and we look forward to providing you the above listed services, as requested.

A handwritten signature in black ink, appearing to read 'Craig Stout'. The signature is fluid and cursive, with a large, looping initial 'C'.

Craig Stout
ESA, Senior Managing Associate



April 18, 2025

Catalyst Design Group
1085 West Morse Boulevard, Suite 100
Winter Park, Florida 32789

Attention: Mr. Mr. Kriss Kaye, PE
Carter and Kaye Engineering, LLC
kriss@caterkaye.com

Reference: **Proposal for a Geotechnical Exploration**
English Creek Park
4190 West Pipkin Road
Lakeland, Polk County, Florida
UES Opportunity No.: 0130.0425.00035
UES Proposal No.: 2143130

Dear Mr. Kaye:

UES Professional Solutions, LLC d/b/a UES is pleased to submit this proposal to complete a geotechnical exploration at the above referenced project site in Lakeland, Florida. Our understanding of this project, with our proposed scope of services and costs, is presented in the following paragraphs.

PROJECT UNDERSTANDING

We understand that the project will consist of a new City of Lakeland recreation park in Polk County, Florida. We were provided with a conceptual site plan showing the property and proposed improvements. The site plan indicated a 40,000sf library/recreation building, three (3) small restroom/maintenance buildings, paved parking/drive areas, three (3) stormwater ponds and associated recreational fields.

At the time of this proposal, structural loadings for the buildings were not provided. We have assumed the following loading conditions for preparation of this proposal:

Structure	Maximum Column Load (kips)	Maximum Wall Loads (kips/ft)
Library/Recreation Building	75	5

At this time, UES has been requested to perform a geotechnical exploration of the subject site for design purposes. Our scope of services has been designed to evaluate the subsurface conditions on subject site for the proposed site improvements. **This proposal assumes that the test boring locations will be readily accessible using a truck-mounted drilling rig. We have not included an allowance for limited site clearing and difficult site access.**



Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

Our scope of work has not been designed to evaluate the subsurface soils with respect to the potential for sinkhole activity at the subject site. This requires a more thorough scope of work than proposed including geophysical studies (i.e. ground penetrating radar and electrical resistivity testing) and deep soil borings extending to the limestone bedrock formation. However, we will be glad to furnish you with a proposal for these services upon request.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean-up including backfilling the boreholes with sand for safety considerations. No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

SCOPE OF SERVICES

Based on our understanding of the project, the proposed scope will consist of performing:

- Five (5) Standard Penetration Test (SPT) borings within the building footprints to depths of 15 and 20 below existing land surface (bls).
- Four (4) SPT borings in the paved parking/drive areas to a depth of 10 feet bls.
- Six (6) SPT borings within the stormwater pond areas to a depth of 20 feet bls.
- Nine (9) SPT borings along the unsurfaced pedestrian trail to depth of 10 feet bls.

Standard Penetration Tests (SPT) will be performed continuously in the upper 10-feet of each boring and on 5-foot centers after that to the bottom of the borings. Each recovered soil sample will be visually classified in the field and a geologic log prepared for the soil borings. Groundwater depth and any unusual subsurface conditions will be recorded on the boring logs. Representative portions of the recovered soil samples from the borings will be sealed



and packaged for transportation to our laboratory for a more detailed analysis, as required. All soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)) guidelines.

Geotechnical Reporting

UES will prepare a geotechnical engineering report for the property, which will respond to the proposed property development. The report will be prepared under the direction of a professional geotechnical engineer registered in the State of Florida who specializes in consulting engineering. The report will summarize the field and laboratory services performed and provide an engineering analysis of the site soil and groundwater conditions with special attention to potential subsurface conditions that may hinder development. The final report will contain the following information at a minimum:

- Boring location plan with soil boring logs with USCS classifications
- Existing groundwater levels and estimated seasonal high levels at the boring locations
- Results of laboratory testing
- Presence of unsuitable soils and remediation options (if encountered)
- Site preparation recommendations including compaction requirements and fill specifications
- Foundation design recommendations for the proposed structures including allowable bearing pressure and estimated settlements
- Flexible and rigid pavement design recommendations for paved parking/drive areas
- Stormwater system design parameters (for use by civil engineer)
- Suitability of excavated soils for use as fill

FEE AND TERMS

UES will complete the Geotechnical Exploration scope of work outlined within this proposal in accordance with our General Conditions for a **LUMP SUM FEE**. We will not exceed our budget unless the scope of work is varied or the soil or groundwater conditions encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

This proposal shall remain effective for sixty (60) days. Should you require more than sixty (60) days to formally authorize us to proceed we will require an update of our proposal to account for any changes in the scope of services and associated fees. **If you would like us to proceed, please sign the enclosed Work Authorization/Proposal Acceptance Form and return it to UES. UES will then return an executed copy to you.** This proposed scope of services and associated fee will be conducted in accordance with our Terms and Conditions (see attachment to this proposal).

SCHEDULE

Based upon our current commitments, we anticipate that we begin the field work about **2 to 3 weeks** following receipt of formal written notice to proceed and right of entry to the



property. The field work may take 2 to 3 days to complete. A draft report should be submitted for review within 2 weeks of the completion of field work. Verbal results can be provided prior to issuance of report.

CLOSURE

UES appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please do not hesitate to contact the undersigned at 407-423-0504 if you have any questions.

Sincerely,
UES Professional Solutions, LLC

A handwritten signature in blue ink, appearing to read "Andy Wilderotter".

Andrew S. Wilderotter, P.E.
Geotechnical Project Manager
awilderotter@TeamUES.com

A handwritten signature in blue ink, appearing to read "Ricardo C. Kiriakidis".

Ricardo C. Kiriakidis, Ph.D. P.E.
Geotechnical Department Manager
rkiriakidis@TeamUES.com

Enclosures: General Conditions
 Work Authorization/Proposal Acceptance Form

UES

Work Authorization / Proposal Acceptance Form

IF PROPOSAL IS ACCEPTED, SIGN FORM, RETURN ONE FORM TO UNIVERSAL AND RETAIN ONE FOR YOUR FILES.

UES is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: English Creek Park
PROJECT LOCATION: Lakeland, Polk County, Florida
CLIENT NAME: Catalyst Design Group // Attn: Bruce Hall
CLIENT ADDRESS: 1085 West Morse Boulevard, Suite 100, Winter Park, FL 32789
EMAIL: Kriss Kaye, PE kriss@carterkaye.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

UES PROPOSAL NO.: 2143130 / UES OPPORTUNITY NO.: 0130.0425.00035

Geotechnical Exploration

LUMP SUM

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. **UES** General Conditions. B. **UES** Proposal Dated: April 18, 2025
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows: Proposal Notes

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: _____ Social Security Number or
Federal Identification No.: _____
Address: _____
Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT	UES PROFESSIONAL SOLUTIONS, LLC
BY (Signature)	BY (Signature) _____
TYPED NAME	TYPED NAME <u>Ricardo C. Kiriakidis, PhD, PE</u>
TITLE	TITLE <u>Geotechnical Dept. Mgr.</u>
DATE	DATE _____

Return Executed Copy to:

UES

jmccurdy@teamues.com

PROPOSAL NOTES:

Additional services, consultations, or meetings if requested, will be invoiced at UES' standard rates.

This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

We have made a good faith effort to work with you to develop a work scope and fee estimate. Because of the possibility of unknown, discovered, underground conditions and/or the need for additional services that neither you nor we can currently foresee, we recommend that you budget a contingency equal to 15% of the total fee estimate. We will not use the contingency amount without first notifying you.

The Client will be responsible for all applicable taxes.

UES Professional Solutions, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 UES Professional Solutions, LLC, and its affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by 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 Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$1,200.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. 10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. 11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. 17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Exhibit D – Electrical Engineering

5/31/25

PROJECT: English Creek, Lakeland FL

CLIENT: Catalyst Design Group

BASIC SCOPE OF SERVICES

Cabral Engineering Inc (CEI) shall provide professional engineering for the project as specified below.

A. Electrical Engineering Scope

- a. One site visit to identify possible electrical sources and existing conditions.
- b. Design Electrical services, electrical distribution, photometrics modeling and lighting circuit design for:
 - 1. One (1) Multipurpose Field.
 - 2. Six (6) Pickleball Courts
 - 3. Large and Small Dog Park
 - 4. Playground
 - 5. Enhanced Entrance
 - 6. Two (2) Restroom Buildings
- c. As required, design electrical power infrastructure for the elements listed below.
(Electrical service and distribution circuits designed by others)
 - i. Picnic Pavilions
 - ii. Maintenance Building
 - iii. Library/Community Center (electrical infrastructure only where required)
- d. Event Power and power pedestals for:
 - i. Food Truck Area
 - ii. Perimeter of Event Lawn
 - iii. Large Pavillion/Picnic Structure
 - iv. Perimeter Security Fencing and Gates
 - v. Landscape and Irrigation
 - vi. Park Drive
 - vii. Parking Area
 - viii. Passive Park Areas

B. Scope Notes

1. Should there be a need to serve the electrical systems herein designed from existing electrical panels, the CLIENT/OWNER shall provide existing single line diagrams and panel schedules. Per NEC code, connecting to existing panels requires documentation showing one year of peak load data, or at least 30 days of metered 15-minute incremental panel peaks. Should this metering be required, the CLIENT/OWNER shall, at their own expense, contract an electrician to install and read the required meters for at least 30 days and provide a spreadsheet with the resulting data to CEI.
2. Additional Scope Exclusions:
 - a. Lighting for streets
 - b. Facility MEP design.
 - c. Detailed Cost estimating.
 - d. Additional Site visits and inspections.
 - e. Energy modeling/Analysis.
 - f. Commissioning.

The following rates will be used in calculating fees for additional services:

Role	Hourly Fee (USD)
Project Management	150.00
Design Engineering	150.00
Principal Engineer (EOR)	225.00

CEI anticipates the following deliverables: 30%CD, 60%CD, 90%CD, and 100%CD

ADDITIONAL SERVICES

1. Bidding
2. City Permitting
3. Construction services
4. Site visits.
5. Engineering for additive or deductive alternates.
6. Facility MEP Engineering.
7. Redesign required for Value Engineering or due to Procurement issues.
8. Contractor "means and methods" other than clarifying intent of design and details.
9. As-built drawings.
10. Engineering required due to code changes, or to unforeseen conditions.
11. Design services, revisions, and Owner changes after permit documents.
12. 3D or BIM modeling. Detailed project phasing. Detailed cost estimating services.
13. Document reproduction beyond those required for in-house coordination.

PROJECT APPROACH

- I. General Description of Services:
 1. Provide Construction documents for the project as defined above.
 2. Drawings will be produced using Autodesk software. Backgrounds will be provided by the landscape architect, and plans will be developed using CEI standard methodology. Backgrounds will be “frozen” within two weeks of each deliverable to allow time for coordination and quality control.
 3. Deliverables will be provided in electronic format.
- II. 30% Construction Documents – Scope of Work:
 1. Electrical
 - i. Preliminary Power and Lighting Plans.
- III. 60% Construction Documents – Scope of Work:
 1. Electrical
 - i. Draft of Electrical Specifications
 - ii. Refined Power and Lighting Plans
 - iii. Preliminary lighting fixture schedule
 - iv. Preliminary Power Riser diagram
- IV. 90% Construction Documents – Scope of Work:
 1. Electrical
 - i. Preliminary Electrical Specifications
 - ii. Power and Lighting Plans with circuit wiring
 - iii. Electrical panel schedules and lighting fixture schedule
 - iv. Preliminary Power Riser diagram
 - v. Preliminary Electrical details
- V. 100% Construction Documents – Scope of Work:
 1. Electrical
 - i. Electrical Specifications
 - ii. Final Power and Lighting Plans
 - iii. Electrical panel schedules and lighting fixture schedule
 - iv. Power Riser diagram
 - v. Electrical details

INFORMATION TO BE FURNISHED BY CLIENT

1. Most updated, CAD-generated pre-bordered, base sheets provided by the CLIENT during the design. Survey CAD file.

After each submittal, the CLIENT shall have a period of seven (7) calendar days to submit written comments. After which CEI shall have a period of seven (7) calendar days to submit responses to the CLIENT's comments.