

SCOPE OF SERVICES



January 7, 2026

Project R251521.00

Mofoluso (Mo) Murnane
Program Manager
GCI Inc. On Behalf of The Town of Eatonville
Cell: 407-209-6118
Town of Eatonville Infrastructure Renewal Program

Scope of Work and Fee Proposal – Revision 2
Town of Eatonville – WW 480290 - Wastewater Engineering Services
Lake Lovely, Northeastern, and Vereen Service Areas Wastewater Collection System
Improvements
Eatonville, Florida

Dear Ms. Murnane,

GAI Consultants, Inc. (GAI) is pleased to provide you with this revised proposal for professional services for wastewater engineering supporting the Town of Eatonville's Infrastructure Renewal Program.

The revised Scope of Work includes engineering, design, bidding and construction phase services, and has been developed in accordance with:

- The Scope of Work and Exhibit B Fee Schedule Template provided to GAI on 12/10/2025.
- State Revolving Fund (SRF) requirements, including Davis-Bacon labor compliance, American Iron and Steel (AIS) requirements, environmental compliance components, and Title Certification support.
- The established project schedule and deliverables
- CCNA negotiation standards regarding fairness, competitiveness, and clear documentation of labor, costs, and level of effort.
- Feedback and input from your team and the scope of work refinements discussed during our 12/29/2025 web meeting.
- Additional feedback and input from the Town and your team discussed during our 1/6/2026 web meeting.

GAI understands that the design schedule is of the utmost importance to meet milestones and deadlines established in the FDEP SRF Agreement WW 480290. We are firmly committed to partnering with the Town of Eatonville and the Program Management Team (PMT) to meet all project deadlines. We have initiated our Project Management Plan (PMP) for the WW 480290 projects and assigned five local water engineers/designers to the Eatonville program through

June 2026. Furthermore, our PMP includes two additional civil infrastructure design teams in Orlando and Jacksonville, and one additional water infrastructure design team in Pittsburgh, collectively committed to support the Eatonville program to meet all project milestones.

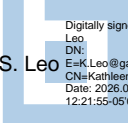
A detailed description of our scope of services is presented as follows, as does our proposed fee aligned to the requested format and work breakdown structure.

If you have any questions, please feel free to contact me at 321-319-3044 or g.kolb@gaiconsultants.com.

Sincerely,

GAI Consultants, Inc.


Kathleen S. Leo



Digitally signed by Kathleen S. Leo
DN:
E=K.Leo@gaiconsultants.com,
CN=Kathleen S. Leo
Date: 2026.01.07 12:21:55-05'00'

Kathleen Leo, P.E.
Vice President

Gregory David Kolb



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Greg Kolb, P.E.
Engineering Director – Water

Project Understanding

The Town of Eatonville initiated an infrastructure master planning effort for its water and wastewater utilities, which culminated in comprehensive Water and Wastewater Facility Plans which were approved by the Town Council in June 2025. These plans were developed to meet Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) requirements and were used to secure grant funding for water and wastewater infrastructure projects. The Town issued a Request for Qualifications (RFQ # 25-09-003) in September 2025 and followed the Competitive Consultant Negotiation Act (CCNA) requirements to solicit qualifications proposals, evaluate the firms, short list and interview the top scoring firms, and rank the engineering firms for further consideration. GAI was selected as the highest-ranked consultant for the Wastewater Engineering Services pursuant to CCNA, Section 287.055, Florida Statutes.

GAI has been asked to provide wastewater engineering services for the renewal and rehabilitation of the gravity collection systems of the Lake Lovely, Northeastern (Eastern North Kennedy), and Vereen Wastewater Service Areas, as described and quantified in the *WASTEWATER FACILITIES PLAN (WW480290) prepared for the Town of Eatonville dated June 10, 2025*, and shown in **Attachment 1**. Our proposal for professional services for these projects, including fee and schedule, is described below.

Section 1 – General

GAI will furnish all professional engineering, technical analysis, limited design, permitting, coordination, and construction-phase support services required for the three identified wastewater service areas. All work will conform to SRF requirements, Town standards, and all applicable federal, state, and local regulations.

The Town will provide GAI with all available survey data, master planning information, GIS records, and condition assessment documentation.

Section 2 – Project Basis & Existing Information

2.1 GAI will utilize, at a minimum, the following reference documents:

- Wastewater Master Plan
- Wastewater Facilities Plan
- Record drawings
- GIS and asset management datasets

2.2 GAI will review and confirm all design assumptions based on the survey and utility information supplied by the Town.

2.3 GAI will identify gaps or conflicts in existing information and request clarification through the Town's RFI process.

2.4 GAI will utilize Florida Technical Consultants/SBE to augment the GAI team with GIS data analysis and mapping services.

Section 3 – Project Initiation & Coordination

3.1 Project Kickoff

GAI will participate in a kickoff meeting with the Program Management Team (PMT) and Town staff to confirm project objectives, communication protocols, deliverable schedules, and design standards.

3.2 Ongoing Coordination

- Attend regular coordination meetings.
- Integrate all master planning and survey deliverables.
- Identify conflicts and provide recommendations for system rehabilitation, replacement, or lining.
- Coordinate with other utilities and agencies.

Section 4 - Basis of Design

GAI will prepare Basis of Design Reports addressing:

- Existing collection system configuration
- Survey results and condition summaries
- Material condition evaluations and defect assessments summaries
- Hydraulic capacity and system constraints
- Proposed rehabilitation, lining, or replacement strategies
- Pump station considerations
- Bypass requirements
- Environmental, permitting and SRF compliance requirements
- Service laterals, cleanouts, and access provisions for each service connection

For the Lake Lovely and Northeastern Service Areas, the deliverable will be a Rehabilitation Engineering Report [Tasks WW-LL-03 and WW-NE-03].

For the Vereen Service Area, the deliverable will be a Basis of Engineering Design Report [Task WW-VR-01].

Section 5 - Permitting & SRF Compliance

GAI will prepare and submit:

- FDEP permit applications
- Dewatering/NPDES permits/ contractor permitting requirements (if needed)
- SRF environmental compliance documentation
- SRF Title Certification support
- Temporary traffic control plans (if required)
- AIS and Davis-Bacon compliance requirements

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Specifications Development [Tasks WW-LL-04 and WW-NE-04].

For the Vereen Service Area, the services will be provided starting at the 30% Design Package and through Bid Documents and Specifications [Tasks WW-VR-02 to WW-VR-06].

Section 6 - Bid Package Preparation

GAI will prepare one combined bid package with three work zones:

- Zone 1: Lake Lovely Rehabilitation/Replacement
- Zone 2: Northeastern Service Area Rehabilitation/Replacement
- Zone 3: Vereen Full Replacement

GAI will prepare separate packages if directed by the Town. Bid documents will include:

1. Instructions to Bidders
2. Technical Specifications
3. Rehabilitation and replacement quantity take-offs
4. Bid forms
5. Special conditions
6. Construction phasing requirements
7. Detailed pay items

Bid documents will be coordinated with the PMT to ensure consistency with Town procurement requirements and SRF funding requirements.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Specification Development [Tasks WW-LL-06 and WW-NE-06].

For the Vereen Service Area, the services will be provided under the Bid Documents & Specifications [Task WW-VR-06].

Section 7 - Area-Specific Engineering Requirements

7.1 Lake Lovely Service Area (Rehabilitation/In-Kind Replacement) – TASK WW-LL

GAI will provide the following services:

- Analyze survey reports, GIS datasets, and defined scope items and provide recommendations.
- Prepare a Rehabilitation/Replacement Engineering Report presenting recommended methods and design details.
- Prepare technical specifications for rehabilitation/replacement.
- Prepare minor/limited plan view drawings/maps only if required for phasing, MOT, bypassing or staging.
- Provide cost estimating for the selected rehabilitation/replacement approaches/design
- Provide bid package integration services

It is the Town's intent to rehabilitate/replace components of this collection system in-kind, maintaining the existing horizontal and vertical pipeline alignments, pipe sizes, as well as the horizontal and vertical locations and dimensions of the existing manholes.

The services for this section will be provided under Task WW-LL

7.2 Northeastern Service Area (Rehabilitation/In-Kind Replacement) – TASK WW-NE

GAI will provide the following services:

- Analyze survey reports, GIS datasets, and defined scope items, and provide recommendations
- Prepare a Rehabilitation/Replacement Engineering Report presenting recommended methods and design details.
- Prepare technical specifications for rehabilitation/replacement.
- Prepare minor/limited plan view drawings/maps only if required for phasing, MOT, bypassing or staging.
- Provide cost estimating for the selected rehabilitation/replacement approaches/design
- Provide bid package integration services

It is the Town's intent to rehabilitate/replace components of this collection system in-kind, maintaining the existing horizontal and vertical pipeline alignments, pipe sizes, as well as the horizontal and vertical locations and dimensions of the existing manholes.

The services for this section will be provided under Task WW-NE

7.3 Vereen Service Area (Full Replacement) – TASK WW-VR

GAI will provide full design drawings and bid-ready documents for gravity sewer pipe, manhole, and appurtenance replacement in the Vereen area, including:

1. Plan and profile sheets
2. Erosion control plans
3. Pavement restoration
4. Technical specifications
5. Cost estimates

This is the only area requiring full design.

It is the Town's intent to design a new collection system for this service area, with new gravity sewer pipeline alignments and manhole locations within the travel lanes of the roadways of the neighborhood.

The services for this section will be provided under Task WW-VR

Section 8 - Gravity Sewer Pipe In-Kind Replacement

GAI will provide gravity sewer pipe in-kind replacement bid package development services including but not limited to:

- Develop limited plan view design drawings/maps for gravity sewer replacement using the open-cut replacement method.
- Include new cleanouts at property lines and show all existing and proposed lateral connection locations.
- Match existing pipe sizes, slopes, flow direction, and alignment consistent with provided survey data.

The services for this section will be provided under the Lake Lovely and Northeastern Service Areas Tasks, Tasks WW-LL and WW-NE, respectively.

Section 9 - Lateral & Property Connection Details

GAI will provide design connection details for the private sewer laterals, based on the provided survey, existing lateral invert elevations, and utility records, including:

- Reconnection to the replaced mainline
- Cleanout installation at property line
- Accommodation of varying depths and materials
- Provide a Lateral Reconnection Plan summarizing all points of connection.

The services for this section will be provided under the Lake Lovely, Northeastern, and Vereen Service Areas Tasks, Tasks WW-LL, WW-NE, and WW-VR, respectively.

Section 10 - Manhole Rehabilitation

GAI will prepare design recommendations for manhole repairs, including:

- Structural rehabilitation (coatings, liners, chimney seals)
- Bench and invert reconstruction
- Adjustments to rim elevation (based on supplied survey)
- Inflow and Infiltration (I/I) mitigation improvements

The services for this section will be provided under the Lake Lovely and Northeastern Service Areas Tasks, Tasks WW-LL and WW-NE, respectively.

Section 11 - Hydraulic Analysis

GAI will perform hydraulic modeling including, but not limited to:

- Pipe capacity verifications under peak flow conditions
- Confirm slopes and velocities meet FDEP standards
- Evaluate impacts to downstream facilities or pump stations (if applicable)

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Engineering Report [Tasks WW-LL-03 and WW-NE-03]. For the Vereen Service Area, the services will be provided under the Basis of Engineering Design [Task WW-VR-01].

Section 12 - Coordination With Facilities Plan & Ecological Assessment

GAI will provide the following services:

- Integrate recommendations from the updated Wastewater Facilities Plan.
- Support environmental permitting requirements using information from the preliminary ecological assessment provided by the owner.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Specifications Development [Tasks WW-LL-04 and WW-NE-04].

For the Vereen Service Area, the services will be provided under the 60% to 100% Design Packages [Task WW-VR-03 thru 05].

Section 13 - BIM (3D Utility Model) Development

GAI will develop a 3D model for all proposed wastewater infrastructure including:

- Pipe alignments, diameters, slopes, and materials
- Manhole locations and elevations
- Lateral connections (based on provided survey and utility records)
- Clearances with existing utilities (based on provided survey and utility records)
- Use BIM for clash detection, coordination, and preparation of construction drawings.
- Provide a BIM model at LOD 300, representing elements, including but not limited to, assemblies, dimensions and locations for coordinated construction.

It is the Towns' intent to develop BIM (3D utility models) for the existing and proposed infrastructure in all three service areas including areas of replacement in-kind, and in areas of new alignments (pipeline)/new component (manhole) locations.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Engineering Report [Tasks WW-LL-03 and WW-NE-03].

For the Vereen Service Area, the services will be provided under the 60% to 100% Design Packages [Task WW-VR-03 thru 05].

Section 14 - Traffic Control & Construction Coordination

GAI will provide the following services:

- Prepare MOT plans based on FDOT standard index details for all open-cut locations.
- Coordinate with local agencies, utility providers, and jurisdictions to ensure compliance with permitting and construction requirements.
- Develop a conceptual bypass pumping plan to maintain service during construction.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Engineering Report [Tasks WW-LL-03 and WW-NE-03].

For the Vereen Service Area, the services will be provided under the 60% to 100% Design Packages [Task WW-VR-03 thru 05].

Section 15 - Technical Specifications & Cost Estimation

GAI will provide the following services:

- Prepare detailed technical specifications in accordance with FDEP Chapter 62-604 F.A.C., OSHA standards, and local requirements.
- Provide an Engineer's Opinion of Probable Construction Cost (EOPC), including materials, labor, contingency, and phasing.

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Technical Specifications and Cost Estimating [Tasks WW-LL-04 & 05 and WW-NE-04 & 05].

For the Vereen Service Area, the services will be provided under the Bid Documents & Specifications [Task WW-VR-06].

Section 16 - Pavement and Surface Restoration

GAI will develop restoration details for asphalt, concrete sidewalks, curbs, driveways, and landscaping disturbed by construction activities. The details will specify that the restoration efforts match the existing conditions of the disturbed area, including existing pavement depth, base/sub-base depth, sidewalk and curb geometry, slopes/grades/elevations, and driveway materials of construction (concrete, asphalt, pavers, etc.).

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Rehabilitation/Replacement Engineering Report [Tasks WW-LL-03 and WW-NE-03].

For the Vereen Service Area, the services will be provided under the 60% to 100% Design Packages [Task WW-VR-03 thru 05].

Section 17 - Operations & Maintenance Manual

GAI will prepare a comprehensive O&M manual covering:

- Recommended inspection intervals
- Cleaning procedures
- Rehabilitation materials
- Safety guidance
- Asset maintenance requirements

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Cost Estimate [Tasks WW-LL-05 and WW-NE-05].

For the Vereen Service Area, the services will be provided under the 100% Final Design Package [Task WW-VR- 05].

Section 18 - Construction Packaging Support & Bid Phase Services

GAI will assist the Town and Program Management Team (PMT) in developing a construction packaging strategy for the Wastewater Collection System Improvements. This will include:

- Assessing constructability constraints, permitting considerations, and schedule requirements that may influence packaging decisions.

- Providing recommended bid package boundaries, including:
 - Logical geographic limits
 - Rehabilitation vs. replacement separation
 - Work sequencing constraints
 - Required bypassing or access considerations
- Preparing construction documents in a manner that allows the Town to bid the project as multiple coordinated bid packages
- Ensuring consistency in technical specifications, details, and pay items across packages to support competitive bidding
- Coordinating with the PMT to ensure packaging decisions support the overall SRF schedule and budget requirements.

GAI will support the Town and Program Management Team (PMT) during the bidding phase of the projects, which will include;

- Attendance at the pre-bid meeting
- Responding to bidder questions and development/issuance of bid addenda
- Technical review of submitted bids
- Review bids for compliance with SRF agreement requirements and W/MBE participation goals
- Provide written recommendation of award

For the Lake Lovely and Northeastern Service Areas, the services will be provided under Cost Estimating & Bid Phase Services [Tasks WW-LL-05 and WW-NE-05].

For the Vereen Service Area, the services will be provided under the Bid Documents & Specifications and Bid Phase Services [Task WW-VR-06].

Section 19 - Construction Phase Services

GAI will provide the following services:

- Review of shop drawings and product submittals
- Responses to RFIs
- Field consultation as required
- Review of rehabilitation installation methods
- Review of bypass plans
- Preparation of record drawings using contractor redlines

For all three Service Areas, the services will be provided under a future authorization.

Section 20 - Deliverables

GAI will provide deliverables throughout the life cycle of these projects, to include but not limited to:

- Basis of Engineering Design Report
- Lake Lovely Engineering Rehabilitation/Replacement Summary
- Northeastern Area Engineering Rehabilitation/Replacement Summary

- Vereen Full Replacement Design
- Technical Specifications
- Bid Documents
- Permitting Documentation
- Record Drawings
- 30%, 95%, and 100% (Final) plan sets (Vereen Only)
- Technical specifications
- BIM model files (Existing/as-built conditions for Lake Lovely and Northeastern Areas)
- Hydraulic Analysis and Modeling report
- EOPC (Initial and Final)
- O&M Manual

Town Furnished Information

It is understood that GAI will perform services under the sole direction of the Town and its Program Manager. In the performance of these services, GAI will communicate its efforts with those of other project team members, the Town's design team, and other consultants, as required. The Town shall provide GAI with project-related technical data as required to complete the proposed task. GAI will rely upon the accuracy and completeness of Town-furnished information in connection with the performance of services under this Agreement.

- Boundary and Topographic Survey provided by the Town's Surveyor.
- Geographical Information System (GIS) database of all available infrastructure and other data sets will be provided by the Town's Consultant.
- Condition Assessment Reports and database files will be provided by the Town's Consultant.
- Geotechnical Report will be provided by the Town's Geotechnical Engineer.
- Utility Test Holes/SUE reports will be provided by Town's Consultant.
- Traffic Studies provided by Town's Consultant.
- Wetlands or Threatened and Endangered species will be provided by Town's Environmental Consultants.

Services Not Included

The following services are not included in this Agreement at this time:

- Construction Phase Services, as described in Section 19, above.
- Earthwork analysis
- Ecological and Environmental Services
- Structural Design
- Traffic Studies
- Geotechnical Investigation
- Survey Services
- Additional Utility test holes/SUE Field Services
- Stormwater/Drainage Design

- **FEMA Permitting**

Should work be required in these areas, or areas not previously described, GAI will prepare a proposal or amendment, at the Town's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

Additional Services

GAI will provide Additional Services upon written requests from the Town. The scope and fee required for these services will be identified, negotiated, and supplemental agreement executed prior to the initiation of the professional service. Any services not specifically provided for in the above scope will be considered additional services. Additional services may be proposed by GAI and authorized by Town with an e-mail only and not require signature of Town.

Payment

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

Reimbursable Expenses

In addition to the labor compensation, GAI shall be reimbursed for expenditures made specifically for the project such as printing and reprographics; application/filing fees; travel, postage, and courier service charges; purchase of maps and similar documents. A subconsultant allowance has been established as shown in **Exhibit B** for additional utility test holes/Subsurface Utility Engineering (SUE) services to be performed by L&S Diversified (W/MBE). All reimbursable direct expenses including subconsultant invoices will be billed at cost.

Compensation

Compensation for services rendered by GAI will be in accordance with the fee schedule attached hereto as **Exhibit B**. GAI proposes to complete Tasks WW—LL Lovely Lake, WW-NE Northeast, and WW-VR Vereen on a lump sum basis, and Task CA – Hourly Tasks as not to exceed as provided in Table 1 (Fee Schedule) without prior Town approval. Tasks shown as hourly with an estimated fee will be invoiced at the agreed-to and itemized hourly billing rates in effect at the time the work is performed. Modifications in scope and or schedule may cause a re-evaluation of the fees. The total estimated cost of GAI's services under this Proposal is provided in Table 1. Table 1 items may be authorized via email. Budget monies may be re-allocated among tasks with similar compensation basis at the discretion of GAI, however the overall proposal value may not be exceeded without prior authorization by the Town.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and project deliverable within a time frame mutually agreed upon by the Town and GAI, as shown in **Exhibit C**, subject to excused delay caused by factors beyond GAI's reasonable control. Completion of the Construction-Phase Services will be dependent on the schedule agreed to by the Owner and the Contractor(s)

selected to execute the work. The schedule is also subject to the timely delivery of information promised by the Town and is exclusive of the Town and local review of interim products. If the Town requests that work under this Agreement be stopped for more than 60 days, the schedule is subject to renegotiation when written authorization to proceed is received.

Assumptions and Understandings

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

1. Access to the project site(s) or other lands upon which GAI is to conduct any fieldwork will be available to GAI personnel in a timely manner.
2. Town has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Town has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; survey information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Town will give GAI prompt notice whenever it observes or otherwise becomes aware of any items that affects the scope or timing of GAI's performance.
5. Town will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Town's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
7. GAI's support of title certification will be limited to technical information relating to wastewater infrastructure improvements, and not involve legal descriptions, surveying, easement acquisition, or other property related services.
8. For areas involving in-kind replacement of gravity sewer pipes, GAI will provide limited plan view drawings/maps indicating new gravity sewer pipe segments to be installed to match the existing gravity pipe size and upstream and downstream manhole invert elevations. Should it be determined that vertical adjustments are needed to the existing gravity sewer system requiring detailed pipeline profile drawings, GAI will submit an amendment to this scope of services for additional services.
9. The design of adjustments to or modifications/replacements of any other existing underground utility infrastructure including water mains and stormwater drainage/conveyance systems is not included in this scope of services.
10. The fee schedule has been developed based on the understanding that the engineering services and bid package development efforts will proceed for all three

- project areas at the same time, and that common tasks such as monthly SRF reporting, progress meetings, etc., will be provided for the three projects concurrently.
11. Design reviews by the Town / Program Management Team (PMT) and review comment adjudication by GAI at each schedule milestone are binding. Changes to adjudicated deliverables, including changes to the project limits shown in Attachment 1, will be considered additional services.
 12. For the Vereen Service Area, no bypass pumping plans or drawings will be developed, as the new gravity collection system will be constructed in parallel/ adjacent to the existing system.
 13. For the Vereen Service Area, the 60% deliverable has been deleted as discussed during the 1/6/2026 web meeting.
 14. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

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

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

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

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

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

3. Invoicing/Payment

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

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

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

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

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

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

7. Document Ownership, and Reuse

- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

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

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

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

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

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

16. Miscellaneous Terms of Agreement

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

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

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

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

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

END OF TERMS AND CONDITIONS

EXHIBIT B

Fee Schedule

Town of Eatonville - Wastewater Engineering Services
Exhibit B - Fee Schedule

GAI Consultants - January 7, 2026

3. Labor Categories & Hourly Rates

Labor Category*	Role Description	Hourly Rate** (\$)
Project Manager	Overall program coordination	\$ 304.60
Senior Civil/Utilities Engineer	Rehab & replacement lead	\$ 238.42
Wastewater Collections Engineer	Condition analysis	\$ 174.24
CIPP / Rehab Specialist	Lining & rehab expertise	\$ 232.12
CAD Technician	Construction drawings	\$ 152.38
GIS Technician	System mapping	\$ 159.92
Construction Services Engineer	CA support	\$ 262.98
Administrative Support/ Field Technician	Document control & construction observation	\$ 106.76

*Should Program staffing needs change in the future, additional labor categories and rates may be negotiated and added to this schedule.
**Rates are valid through 12/31/2026, and may be escalated in subsequent years by negotiation in accordance with CCNA provisions.

4. Lump Sum – Area-Based Engineering Tasks		
A. Lake Lovely – Rehab Engineering		
Task	Fee (\$)	
Task WW-LL-01 – Condition Review C Data Integration	\$	14,967
Task WW-LL-02 – Rehab Alternatives Analysis	\$	16,721
Task WW-LL-03 – Rehab Engineering Report	\$	50,362
Task WW-LL-04 – Rehab Specifications Development	\$	19,508
Task WW-LL-05 – Cost Estimating & Bid Phase Services	\$	24,185
TOTAL – Lake Lovely	\$	125,744

B. Northeastern Service Area – Rehab Engineering		
Task	Fee (\$)	
Task WW-NE-01 – Condition Review & Data Integration	\$	15,699
Task WW-NE-02 – Rehab Alternatives Analysis	\$	21,382
Task WW-NE-03 – Rehab Engineering Report	\$	73,966
Task WW-NE-04 – Rehab Specifications Development	\$	24,983
Task WW-NE-05 – Cost Estimating & Bid Phase Services	\$	24,185
TOTAL – Northeastern Area	\$	160,215

Town of Eatonville - Wastewater Engineering Services
Exhibit B - Fee Schedule

GAI Consultants - January 7, 2026

C. Vereen – Full Replacement Design	
Task	Fee (\$)
Task WW-VR-01 – Basis of Engineering Design	\$ 26,345
Task WW-VR-02 – 30% Design Package	\$ 26,405
Task WW-VR-03 – 60% Design Package	\$ -
Task WW-VR-04 – 95% Design Package	\$ 44,644
Task WW-VR-05 – 100% Final Design Package	\$ 33,770
Task WW-VR-06 – Bid Documents, Specifications and Bid Phase Services	\$ 33,758
TOTAL – Vereen Replacement	\$ 164,922

6. Allowed Reimbursable Expenses	
Category	Conditions
Permit Fees	Direct pass-through only \$ 3,000
Printing/Plotting	Only if formally requested \$ 4,200
Mileage	As per Town travel policy \$ 3,800
Deliveries/Couriers	Only if required for bid/permitting submittals \$ 500
Additional Utility Test Holes/SUE by L&S Diversified/ WMBE Subconsultant Allowance	Only if formally requested, unit cost/NTE basis for additional test holes identified \$ 10,000
TOTAL Reimbursables (Estimated)	\$ 21,500

7. Fee Summary	
Category	Amount (\$)
Lake Lovely – Rehab Lump Sum	\$ 125,744
Northeastern – Rehab Lump Sum	\$ 160,215
Vereen – Replacement Lump Sum	\$ 164,922
Reimbursables (Estimated)	\$ 21,500
GRAND TOTAL (Not-to-Exceed)	\$ 472,382

EXHIBIT C

Town of Eatonville Project Schedule



Town of Eatonville

Waste Water Engineering Services Baseline Schedule

Task Name	Duration	Start	Finish
30% Design Documents - Schematic Design	21 days	Mon 1/19/26	Mon 2/16/26
Design Review	2 days	Tue 2/17/26	Wed 2/18/26
60% Design Documents - Design Development	27 days	Thu 2/19/26	Fri 3/27/26
Design Review	2 days	Mon 3/30/26	Tue 3/31/26
95% Design Documents - Permitting & Environmental Compliance Approvals	15 days	Wed 4/1/26	Tue 4/21/26
Design Review	2 days	Wed 4/22/26	Thu 4/23/26
100% Design - Final Design Package Submission & Pre-Construction Planning	14 days	Fri 4/24/26	Wed 5/13/26
Title Certification Process	65 days	Tue 2/17/26	Mon 5/18/26
FDEP Review and Approval Process	40 days	Wed 5/20/26	Tue 7/14/26
FDEP Approval Received	0 days	Tue 7/14/26	Tue 7/14/26

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EATONVILLE, FLORIDA 32751
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ATTACHMENT 1

Town of Eatonville Wastewater Project Areas Map

