



Engineering & Consulting, Inc.

October 3, 2023

Svein Dyrkolbotn
Viking Development, Inc.
5001 Celebration Pointe Avenue, Suite 180
Gainesville, Florida 32608

Proposal for Supplemental Environmental Services
West End Golf Course
Newberry, Alachua County, Florida
GSE Proposal No. 2023-372C

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal for providing supplemental environmental services for the subject site in Newberry, Alachua County, Florida.

The remainder proposal outlines background information, presents our proposed scope of services, and includes a schedule, authorization instructions, and our fees for providing these services.

BACKGROUND INFORMATION

The approximately 75.07-acre subject site is generally located along the north side of W Newberry Road (SR 26) in Gainesville, Florida. The listed address for the site is 12830 W Newberry Road. The Alachua County Property Appraiser (ACPA) identifies the subject site as including Parcel Nos. 04333-001-000 and 04314-000-000. The site is an abandoned golf course with a clubhouse and maintenance area.

You are considering purchasing and developing the subject site. Passive and active recreation will represent the majority of proposed improvements. In addition, commercial and municipal development may occur on portions of the site. You shared a preliminary site plan for the proposed site improvement.

GSE was previously retained by Concept Development, Inc. to conduct a Phase I Environmental Site Assessment (Phase I ESA) for the subject site. Our findings were summarized in our *Report of Phase I & II Environmental Site Assessment* dated September 6, 2023 (GSE Project No. 16133). We understand that you were furnished with a copy of the report. GSE contacted Concept Development, Inc. and confirmed GSE can discuss the report findings, and provide additional services on your behalf.

Multiple potential recognized environmental conditions (RECs) were identified related to former storage, operational, and mix/load areas for agrochemicals and other chemicals and petroleum products. Based on the Phase I ESA findings, GSE implemented a soil and groundwater sampling program (Phase II ESA) to further characterize concerns related to the identified potential RECs.

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Identified concerns include a former aboveground storage tank (AST) area consisting of two pole barns located in the maintenance area near the approximate center of the site. Regulatory record review indicates the pole barns were used to store used oil drums and three ASTs ranging in size from 110 to 250 gallons.

A former pesticide storage and mix-loading area consisting of a shed, concrete pad, sink, and overhead pivoting water discharge pipe was also identified in the maintenance area. An apparent underground drainage system connected to a utility sink was observed on the north side of the maintenance garage. The underground drainage system is interpreted to have possibly received industrial discharges from the utility sink.

A separate former golf cart storage pole barn was identified on the southwestern portion of the site. It is expected that the golf carts and equipment were washed in this area.

The soil analysis identified concentrations of Dieldrin exceeding the State default residential Soil Cleanup Target Level (SCTLs) and Arsenic exceeding the residential and commercial/industrial SCTLs in the near-surface soils in the vicinity of the former pesticide storage and mix-loading area. Benzo(a)pyrene and Total Benzo(a)pyrene Equivalents were also detected exceeding their respective commercial/industrial SCTLs in the near-surface soils in the vicinity of the former golf cart storage pole barn. The groundwater sampling program did not identify target constituents exceeding State default Groundwater Cleanup Target Levels.

PURPOSE AND APPROACH

The supplemental environmental services are intended to further characterize and evaluate the extent of the identified soil impacts. Hand auger soil borings will be advanced in a grid pattern surrounding the identified soil impacts to further characterize the extent and implications of the impacts. Samples will be collected for laboratory analysis primarily targeting the near-surface soils.

It is the intent to further characterize the extent of soil impact identified by the Phase II ESA. This assessment may not define the vertical and lateral extent of the impact. The intent is to establish if the identified condition is limited in extent or widespread. Once this has been determined, additional decisions related to fully characterizing the extent of the impact can be made. It is conceivable that areas may be delineated through this assessment, but this is not the intent of the supplemental program.

PROPOSED SCOPE OF SERVICES

The following scope of services was developed considering the presented purpose and approach. The services are presented as Tasks 1 through 3.

Task 1 – Former Pesticide Storage & Mix-Loading Area

- Clear utilities at the site through Sunshine One Call.
- Mobilize to the site with manual drilling equipment. Up to three (3) days of field services are included.
- Advance up to thirty-five (35) borings up to 6 feet below land surface (bls) in a grid pattern surrounding the identified soil impacts in the Former Pesticide Storage and Mix-Loading Area.

- Collect representative samples from each boring at the 0-0.5, 0.5-2, and 2-4 feet depth intervals. Additionally collect samples at the 4-6 feet depth interval in the original boring locations where soil impacts were identified (DP-7 & DP-11). In total, up to 110 samples will be collected for laboratory analysis.
- The collected samples will be laboratory analyzed for Organochlorine Pesticides (EPA Method 8081), and Arsenic (EPA Method 6010).

Task 2 – Former Golf Cart Storage Pole Barn

- Advance up to nine (9) borings up to 4 feet below land surface (bls)) in a grid pattern surrounding the identified soil impacts in the Former Golf Cart Storage Pole Barn.
- Collect representative samples from each boring at the 0-0.5 and 0.5-2 feet depth intervals. Additionally collect a sample at the 2-4 feet depth interval at the original boring location where soil impacts were identified (DP-13). In total, up to 20 samples will be collected for laboratory analysis.
- The collected samples will be laboratory analyzed for polycyclic aromatic hydrocarbons (PAHs) via EPA Test Method 8270.

Task 3 – Reporting and Project Management

- Schedule and coordinate field and laboratory services.
- Compare test results to State of Florida regulatory standards and guidelines (Chapter 62-777 Florida Administrative Code).
- Prepare a written summary outlining the scope of services, findings, conclusions, and implications of the findings.

Our services will be provided under the direction of Professional Engineers registered in the State of Florida.

SCHEDULE

Based on our current schedule, we anticipate the field services can be completed within three weeks of authorization. The laboratory services will be completed within an additional three weeks of collecting the samples. The final report will follow within one to two weeks of receiving the test results.

We anticipate these services can be completed within 6 to 8 weeks of authorization. Verbal confirmation of our findings can be provided upon receiving and reviewing the laboratory test results. **Should this schedule not meet your needs, please contact us so we may attempt to accommodate your time constraints.**

FEE

The proposed scope of services can be completed for the following fee:

| | |
|----------------------------------|------------------|
| Field Services | \$ 8,050 |
| Laboratory Services | \$ 17,350 |
| Reporting and Project Management | \$ 4,100 |
| TOTAL FEE | \$ 29,500 |

Should there be a reduction in the actual field and laboratory effort considering actual findings, a credit would be provided for field and laboratory services not conducted. Should additional services be required, these could be provided as an addendum to this proposal. We will not exceed our fee without your prior authorization for an increase in our scope of services.

AUTHORIZATION

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

CLOSURE

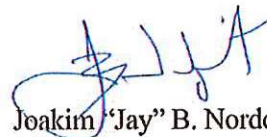
We appreciate the opportunity to assist you with this important matter. If you have any questions, or if we can provide any additional information, please contact us.

Sincerely,

GSE Engineering & Consulting, Inc.



Collin P. Goodwin, E.I.
Staff Engineer



Joakim "Jay" B. Nordqvist, P.E.
Principal Engineer

CPG/JBN:lf
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Attachment: Professional Services Agreement (1)

Distribution: Addressee (1)
Paige Stockman, Viking Development, Inc. (1)
Tom Witkowski, Celebration Pointe Holdings LLC (1)
File (1)



Please sign, date, and return this service agreement to our office by:

- Fax (352) 377-0335
- Email admin@gseengineering.com

Professional Service Agreement

Section I.

THIS AGREEMENT made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2023-372C dated October 3, 2023, and under the terms of Section II of this agreement.

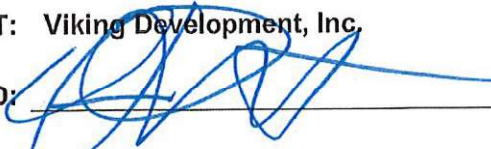
| | |
|----------------------------------|-------------------------|
| CLIENT | ACCOUNTS PAYABLE |
| Viking Development, Inc. | Firm |
| 5001 Celebration Pointe Avenue, | Address |
| Suite 180 | City/State |
| Gainesville, Florida 32608 | |
| CONTACT PERSON | CONTACT PERSON |
| Svein Dyrkolbotn | |
| Phone 352-333-9333 | Phone |
| Cell 352-258-1572 | Fax |
| E-mail svein@vikingcompanies.org | E-mail |

PROJECT (NAME and/or DESCRIPTION): Proposal for Supplemental Environmental Services
West End Golf Course
Newberry, Alachua County, Florida

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

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

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

| | |
|---|------------------------------------|
| CLIENT: Viking Development, Inc. | GSE Engineering & Consulting, Inc. |
| SIGNED:  | SIGNED: _____ |
| PRINT: Svein Dyrkolbotn | PRINT: Kenneth L. Hill, P.E. |
| TITLE: Principal | TITLE: Principal Engineer |
| DATE: _____ | DATE: _____ |

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

Section II. STANDARD PROVISIONS

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

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

T. PERMITTING

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

U. ADDITIONAL SERVICES

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

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

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

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