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 Jacksonville, Florida 32224-0119
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 www.prosserinc.com

July 26, 2017

Heritage Park CDD
 c/o Mr. Daniel Laughlin, Governmental Management Services, LLC
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

Re: Heritage Park CDD 2017 Public Facilities Report

Dear Mr. Laughlin,

Thank you very much for this opportunity to provide this professional services proposal for Heritage Park CDD. Prosser has extensive experience with preparing Public Facilities Reports for CD's and we are highly qualified for this project.

The purpose of this proposal is to formally communicate to you what we believe to be an appropriate scope and fee to successfully complete the Public Facilities report for the Heritage Park CDD.

Generally, we understand (and more thoroughly outline below) that Prosser will perform review of the existing conditions and update last year's Public Facilities Report with any necessary changes.

Task 1 – Development of Public Facilities Report

Prosser's engineering services include:

- Perform site visit to review existing Public Facilities owned by the District.
- Coordinate with District staff to verify all improvements completed since previous year report.
- Update and provide 2017 Public Facilities Report to Board for review and acceptance.

Task 2 – Additional Requested Services

While we feel that the scope and budget provided herein provides the necessary civil engineering effort for review of the Public Facilities Report, need for additional services may arise. Prosser would be happy to provide any additional services requested on a time and materials basis.

FEE SUMMARY

TASK	DESCRIPTION	FEE
1	Development of Public Facilities Report (T&M Not to Exceed)	\$2,750
2	Additional Requested Services	T&M

ADDITIONAL SERVICES:

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached, but will not commence without written permission.

Mr. Daniel Laughlin
Governmental Management Services, LLC
Engineering Services
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Prosser does not foresee additional services from sub-consultants, including surveying, geotechnical investigation, etc. being required. Should the need arise, we will assist with coordinating the work of all sub-consultants by providing site information and data, as and when requested. These sub-consultants will contract with you directly for their services.

Our scope of work for this project does not include the following:

- All Design and Modeling Services
- All Permitting Services
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Traffic Study/Signalization
- Surveys
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- Fire Protection studies, analysis or design
- Architectural drawings
- Permit/application Fees

OUT-OF-POCKET EXPENSES:

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

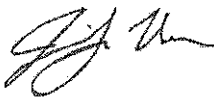
It is our pleasure to provide this professional services proposal to you. Please feel free to call me at (904)739-3655 if you have any questions or concerns. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

Thank you again for the opportunity to provide our engineering services.

Sincerely,

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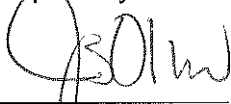


Jenny Urcan, PE
Senior Civil Engineer



Ryan Stilwell, PE
Principal

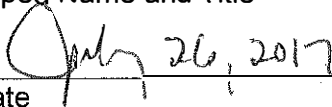
Accepted By:



Signature

JAMES OLIVER, Secretary

Typed Name and Title



Date

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PROSSER, INC.

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items from Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with sub-consultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our sub-consultants or anyone for whom Prosser, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.
9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

PROSSER™



Hourly Rate Schedule Effective March 1, 2016

Planning & Engineering

Principal	\$185
Project Director	\$165
Project Manager	\$150
Senior Engineer	\$150
Engineer	\$130
Senior Planner & Senior Landscape Architect	\$150
Planner & Landscape Architect	\$130
Senior Graphic Arts Director	\$150
Graphic Arts Designer	\$110
Senior Designer	\$110
Designer	\$100
CADD Technician	\$85
Clerical	\$55
Administrative Support	\$85

Project & Business Services

Project Administrator	\$140
Sr. Project Researcher	\$135
Project Researcher	\$130
Sr. Public Relations Liaison	\$150
Technical Writer	\$100

Information Services

Programmer	\$135
Information Systems	\$135
GIS Programmer	\$135
GIS Analyst	\$130
GIS Technician	\$110

CEI/Construction Management Services

Resident Engineer	\$150
Inspection Manager	\$135
Sr. Construction Inspector	\$ 95
Construction Inspector	\$ 85

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15