

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**TRIPLE CREEK COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING**

The regular meeting of the Board of Supervisors of Triple Creek Community Development District was held on **Tuesday, April 18, 2017 at 10:12 a.m.** at the office of Rizzetta & Company located at 9428 Camden Field Parkway, Riverview, FL 33578.

Present and constituting a quorum:

Grady Miars	Board Supervisor, Chairman
Bruce Kaschyk	Board Supervisor, Vice Chairman
Ellen Johnson	Board Supervisor, Assistant Secretary
Keith Turney	Board Supervisor, Assistant Secretary
Bob Allen	Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke	District Manager, Rizzetta & Company, Inc.
Jennifer Kilinski	District Counsel, HGS
Kyle Thornton	District Engineer, Genesis Group
John Crawford	Field Ops Manager, Rizzetta & Co.
Robert Nelson	TC Venture 1, LLC
Rick Herndon	Sitex
Matt Hilyer	Sitex
Audience	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Roethke called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments

A resident commented on landscape maintenance and pest control.

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THIRD ORDER OF BUSINESS

**Consideration of Minutes of Board
of Supervisors' Regular Meeting held on
March 21, 2017**

On a Motion by Mr. Miars, seconded by Mr. Allen, with all in favor, the Board approved the Regular Meeting held on March 21, 2017 for Triple Creek Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for February
2017**

On a Motion by Ms. Johnson, seconded by Mr. Kaschyk, with all in favor, the Board ratified the Operation and Maintenance Expenditures for February 2017 totaling (\$45,110.47) for Triple Creek Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Series 2012 Construction
Requisitions, #133-134**

REQ#	PAYEE	AMOUNT
133	TC Venture 1, LLC	\$29,161.90 or balance in account
134	Scarola Associates	\$800.02

On a Motion by Mr. Turney, seconded by Mr. Allen, with all in favor, the Board ratified the Series 2012 Construction Requisitions #133-134 for Triple Creek Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of Series 2017 Construction
Requisitions #1-19**

REQ #	PAYEE	AMOUNT	SUBACCOUNT
1	TC Venture 1, LLC	\$61,310.09	General
2-F2	TC Venture 1, LLC	\$40,866.75	Village F2
3-G1	TC Venture 1, LLC	\$40,866.75	Village G1
4-K	TC Venture 1, LLC	\$17,788.45	Village K
5-L	TC Venture 1, LLC	\$19,514.99	Village L
6	Basham & Lucas Design Group, Inc.	\$6,446.05	General
7	Genesis Group	\$34,428.61	General

8	Hillsborough County BOCC	\$787.00	General
9-E	Hopping Green & Sams	\$1,938.00	Village E
10-F2	Genesis Group	\$18,702.21	Village F2
11-+F2	Hillsborough County BOCC	\$787.00	Village F2
12-G1	Genesis Group	\$19,314.51	Village G1
13-G1	Hillsborough County BOCC	\$787.00	Village G1
14-K	Genesis Group	\$4,342.50	Village K
15-K	Hillsborough County BOCC	\$787.00	Village K
16-L	Hillsborough County BOCC	\$787.00	Village L
17	Genesis Group	\$1,174.69	General
18	Hopping Green & Sams	\$375.27	General
19-G1	Genesis Group	\$1,174.69	Village G1

On a Motion by Mr. Miars, seconded by Mr. Turney, with all in favor, the Board ratified the Series 2017 Construction Requisitions #1-19 for Triple Creek Community Development District.

SEVENTH ORDER OF BUSINESS

Ratification of Change Orders #2-3

CHANGE ORDER#	CONTRACTOR	DESCRIPTION	AMOUNT	CONTRACT #
2	RIPA	Ferguson Villages E, F1, G2 Improvements	(\$39,6762.37)	NA
3	RIPA	Jamie Scarola, District Engineer Villages E, F2, G1 Improvements	(\$1,156,246.90)	NA

Mr. Thornton reviewed the details of these change orders with the Board.

On a Motion by Mr. Allen, seconded by Mr. Kaschyk, with all in favor, the Board ratified the Change Orders #2-3 for Triple Creek Community Development District.

EIGHTH ORDER OF BUSINESS

Presentation of Field Inspection Reports

Mr. Roethke presented the Field Inspection Report and Mr. Crawford reviewed the details of this report with the Board. A discussion ensued regarding several maintenance items.

Mr. Hilyer provided responses to the report.

Mr. Roethke presented the pond inspection report to the Board.

NINTH ORDER OF BUSINESS

Consideration of Proposals for Landscape Enhancement

Mr. Roethke presented several proposals for landscape enhancement to the Board.

On a Motion by Mr. Miars, seconded by Mr. Turney, with all in favor, the Board approved proposals from Sitex Landscaping for irrigation repairs and landscape clean-up at a total cost of (\$5,567) for Triple Creek Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Amended and Restated Disclosure of Public Finance

Mr. Roethke presented an Amended and Restated Disclosure of Public Finance to the Board. Ms. Kilinski reviewed the details of this document with the Board. This is updated due to the new 2017 bond issuance.

On a Motion by Mr. Miars, seconded by Ms. Johnson, with all in favor, the Board approved Amended and Restated Disclosure of Public Financing for Triple Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Qualifications for Geotechnical Services

Mr. Roethke presented several qualifications for Geotechnical Services to the Board. The Board reviewed each set of qualifications and completed their scoring sheets.

Mr. Roethke tabulated the results, which were as follows:

ECS:	95 points,
Ardaman & Associates:	88 points,
MC Squared:	87 points,
ATC Group Services:	86 points,
GHD:	85 points.

On a Motion by Mr. Kaschyk, seconded by Ms. Johnson, with all in favor, the Board accepted ranking and named ECS as the top-ranked Geotechnical vendor for Triple Creek Community Development District.

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TWELFTH ORDER OF BUSINESS

Consideration of Qualifications for Surveying Services

Mr. Roethke presented several qualifications for Surveying Services to the Board. The Board reviewed each set of qualifications and completed their scoring sheets.

Mr. Roethke tabulated the results which are as follows:

Dennis J. Benham:	95 points,
Hamilton:	94 points,
Breakpoint:	93 points.

On a recommendation by District Engineer, the Board elected to award two continuing contracts for surveying services based on the type of surveying work conducted by Benham and Hamilton.

On a Motion by Mr. Turney, seconded by Mr. Allen, with all in favor, the Board accepted ranking and named Dennis J. Benham and Hamilton as the top-ranked Surveying Services vendors for Triple Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Proposals for Pressure Washing

Mr. Roethke presented several proposals for pressure washing to the Board.

On a Motion by Mr. Miars, seconded by Mr. Kaschyk, with all in favor, the Board approved proposals from Grimebusters for pressure washing at a cost of (\$860) for Triple Creek Community Development District.

FOURTEENTH ORDER OF BUSINESS

Presentation of 2016 Audit

Mr. Roethke presented the 2016 Audit to the Board. Mr. Roethke noted that it was a clean audit, the auditor's opinion was unqualified and there were no instances or adverse findings reported for this District.

On a Motion by Ms. Johnson, seconded by Mr. Miars with all in favor, the Board accepted the 2016 Audit Report for Triple Creek Community Development District.

FIFTEENTH ORDER OF BUSINESS

Consideration of Recommendation of Audit Review Committee

Mr. Roethke asked the Board to approve the Audit Committee's recommendation for audit services.

On a Motion by Ms. Johnson, seconded by Mr. Miars with all in favor, the Board approved the Audit Committee's recommendation for audit services, with Berger, Toombs, Elam, Gaines, & Frank being named as the auditor for Fiscal Years 2017-219 for Triple Creek Community Development District.

SIXTEENTH ORDER OF BUSINESS

Update on Construction Related Projects and Proposals Related Thereto

Work Authorizations from Genesis

Mr. Roethke presented additional work authorizations from Genesis and Mr. Thornton reviewed the details of these with the Board.

On a Motion by Mr. Grady, seconded by Mr. Turney, with all in favor, the Board approved the Genesis work authorizations for construction-related services, pending form of agreement by District Counsel for Triple Creek Community Development District.

Mr. Thornton discussed a pay app to the contractor that needs to be paid ASAP. Ms. Kilinski added comments regarding this issue.

On a Motion by Mr. Turney, seconded by Mr. Kaschyk, with all in favor, the Board approved the pay app # 1 from RIPA & Associates for Triple Creek Community Development District.

Mr. Thornton updated the Board on the status of the current construction project.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
Mr. Thornton informed the Board of a completed drainage repair behind the pool area.
- C. District Manager
Mr. Roethke informed the Board that the next meeting will be on Tuesday, May 16, 2017, 2017 at 10:00 a.m. held at the offices of Rizzetta and Company located at 9428 Camden Field Parkway, Riverview, FL 33578.

EIGHTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

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NINETEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Miars, seconded by Mr. Turney, with all in favor, the Board adjourned the meeting at 11:04 a.m. for Triple Creek Community Development District.


Secretary Assistant Secretary


Chair/Vice Chair

TRIPLE CREEK CDD

EXHIBIT TO 4-18-17 MINUTES:

Genesis Agreement for Limited Professional Services for Phase 4 Villages G2, I, J
Genesis Additional Services Authorization for Master Amenity Center ASA 3



**GGI, LLC dba GENESIS
AGREEMENT FOR THE PROVISION
OF LIMITED PROFESSIONAL SERVICES**

Client Contact and Title: Mr. Joe Roethke, District Manager
Business Name: Triple Creek CDD
Address: 9428 Camden Field Parkway
Riverview, FL 33578
Phone: (813) 933-5571
Fax: (813) 935-6212
E-Mail: *JRoethke@rizzetta.com*

Agreement Date: April 11, 2017

Project Name: Triple Creek Phase 4 - Villages G2, I, and J
Project City, County, Zip Code: Riverview, FL
Project Latitude/Longitude: 27.79840 / -82.26314
Genesis Project Number: 6198-013

Absent a fully executed form of contract to the contrary, once signed by you or your authorized representative, this form of Agreement for Professional Services ("the Agreement") shall, for all purposes, constitute a binding contract upon Triple Creek Community Development District (CLIENT) and GENESIS. In addition, once signed by you or your authorized representative, this Agreement shall serve as the Notice to Proceed with the work identified herein.

Abbreviated Project Description:

The below scope is for as needed services for Master Planning and Preliminary Plat Preparation for Triple Creek, Phase 4, comprised of Villages G2, I and J.

Scope/Intent and Extent of Services:

Tasks to include master site plan modifications, preliminary drainage design, preliminary plat preparation, and master utility plan preparation. GENESIS will submit and represent the project to Hillsborough County for a "Preliminary Plat" approval. Construction plan preparation is not included, a separate scope and task order will be provided.

Fee Arrangement:

All work will be billed at the attached hourly rates, with an estimated not-to-exceed cost of approximately **\$18,000.00**. The hourly rates do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost plus fifteen percent (15%) for handling but will not exceed **\$5,000.00** without notification. Services authorized in writing by the CLIENT other than those specifically listed above shall be considered Additional Services for which the CLIENT shall compensate GENESIS at current hourly rates for the actual personnel involved in the tasks. This fee is an estimated cost and may be exceeded, if necessary to complete the scope, upon notification to the CLIENT. See attached Terms and Conditions for additional information related to fees and payments.

Retainer

CLIENT agrees to pay GENESIS a deposit of \$0.00 , prior to the commencement of any work, which shall be credited against the final invoice.

Prepared by: Kyle L. Thornton, P.E.
GGI, LLC dba GENESIS
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602
(813) 620-4500

This Agreement along with the attached Terms and Conditions and Hourly Rate Schedule constitute our understanding of the work and our relationship under this project, and may only be modified in writing, signed by both parties. The signature below authorizes the work herein described to proceed and does so on behalf of the Signatory and on behalf of Triple Creek Community Development District, the Owner of the land or property upon which the work is to be performed, and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land. The signature below further authorizes GENESIS to serve notice to Owner of the land under this Agreement in accordance with Section 713.06, Florida Statutes. This Agreement is only valid if signed by both parties within thirty (30) days from the date of transmittal.

Offered by:

Kyle L. Thornton, P.E. Date
Sr. Vice President/Engineering Department Manager
GENESIS

Bruce T. Kaschyk, AICP Date
Sr. Vice President/Tampa Division Manager
GENESIS

Accepted by:

(Signature) Date

(Typed/Printed Name and Title)



LIMITED PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

GGI, LLC dba GENESIS shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site:

The CLIENT shall provide GENESIS with access to the site for activities necessary for the performance of the services. GENESIS will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee:

The proposed fees are only valid if this Agreement is signed by both parties within 30 days from the date of transmittal and all work is authorized within six (6) months. Where the fee arrangement is to be on an hourly basis, or where additional services are requested by the CLIENT, the hourly rates shall be those that prevail at the time services are rendered. Reimbursable out-of-pocket expenses will be invoiced at cost plus 15%. Such expenses may include, but are not limited to: reproduction costs, overnight delivery charges, travel and subsistence charges, concrete monuments, stakes, subcontractors, project specific equipment rental or purchases.

Billings/Payments:

Invoices for GENESIS' services shall be submitted, at GENESIS' option, either upon completion of such services or on a billing period basis. Retainers shall be credited on the final invoice.

Late Payments:

GENESIS reserves the right to suspend all services on the CLIENT'S project if an invoice remains unpaid 30 days after the date of the invoice without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT. If suspended, work will not resume until all outstanding invoices are paid in full. Accounts unpaid 30 days after the invoice date shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of GENESIS. In the event any portion of a CLIENT account balance remains unpaid 90 days after the date of invoice, the CLIENT shall pay all collection costs, expert witness fees, and other associated fess, including reasonable attorney's fees. If services under this Agreement continue for a period of more than six (6) months from the date of this Agreement, the fees contained in the Fee Schedule shall be subject to re-negotiation at the sole discretion of GENESIS. In the event of unsuccessful re-negotiations following the said 6-month period of service, GENESIS shall have the sole and exclusive right of termination of the Agreement upon written notice to CLIENT. Any change in such fees shall apply to the unfinished services as of the effective date of such change.

In the event the referenced project or the services of GENESIS called for under this Agreement is/are suspended, canceled or abandoned by the CLIENT, GENESIS shall be given five (5) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, cancellation or abandonment.

Mediation

In the event of a dispute regarding any of the Parties' obligation hereunder, the Parties shall, no less than 90 days prior to the initiation of litigation relating to any such dispute, engage in pre-suit mediation. GENESIS may choose to file suit without pre-suit mediation in disputes pertaining to non-payment where there is no timely, written notice from the CLIENT as to a dispute relating to unpaid invoices.

Unless the parties mutually agree otherwise in writing, the said pre-suit mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Indemnification:

The CLIENT shall indemnify and hold harmless GENESIS and all of its employees, officers, directors and other personnel and GENESIS' sub-consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees and costs associated with such claims) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except GENESIS), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and GENESIS, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total liability for any claim of any nature whatsoever arising out or related to the performance of services under this Agreement, as to GENESIS and their employees, officers, and directors shall be limited, in the aggregate amount of any/all such claim(s) to twenty five thousand and 00/100 dollars (\$25,000.00) or the total fees for professional services paid by the CLIENT pursuant to the instant Agreement, whichever amount is less.

Personal Liability:

PURSUANT TO FLORIDA STATUTE 558.0035, INDIVIDUAL EMPLOYEES OR AGENTS OF GENESIS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Termination of Services:

This Agreement may be terminated by the CLIENT or GENESIS should the other fail to perform its obligations hereunder. In the event of termination, the CLIENT shall pay GENESIS for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Contract Assignment:

The CLIENT and GENESIS, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the CLIENT nor GENESIS shall assign this Agreement without the written consent of the other, except that the CLIENT may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the CLIENT's rights and obligations under this Agreement.

Reuse of Documents:

All documents prepared or furnished by GENESIS (and GENESIS' independent professional subconsultants) pursuant to this Agreement are instruments of service in respect of the project and GENESIS shall retain an ownership and property interest therein. The CLIENT may make and retain copies of information and reference in connection with the use and occupancy of the project by the CLIENT and others; however, such documents shall not be used by the CLIENT or others for any other endeavor without written consent of GENESIS. Any reuse without written verification or adaptation by GENESIS for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to GENESIS, and the CLIENT shall indemnify and hold harmless

GENESIS and GENESIS' independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

Applicable Laws:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida.

In the event of litigation regarding the Parties' obligations hereunder, the Parties expressly agree venue for such litigation shall be conducted in the county in which the Project is situated.

Standard Hourly Rate Schedule
 (Valid through December 31, 2016)

	<u>Range</u>	
<u>Engineers</u>		
Principal/Officer – Professional Engineer	\$150.00	- \$230.00
Engineering Department Manager	\$140.00	- \$190.00
Senior Professional Engineer	\$135.00	- \$165.00
Professional Engineer	\$110.00	- \$130.00
Project Engineer	\$ 85.00	- \$125.00
Engineer Intern	\$ 60.00	- \$ 90.00
Graduate Engineer	\$ 50.00	- \$ 70.00
<u>Technicians</u>		
Supervisory Technician	\$ 90.00	- \$120.00
Senior Technician	\$ 70.00	- \$100.00
Design Technician	\$ 45.00	- \$ 75.00
Technician	\$ 35.00	- \$ 50.00
<u>GIS</u>		
Principal Officer – Senior Spatial Analyst	\$125.00	- \$165.00
Senior Spatial Analyst	\$110.00	- \$125.00
Spatial Analyst	\$ 75.00	- \$105.00
GIS Specialist	\$ 50.00	- \$ 70.00
<u>Landscape Architects</u>		
Principal/Officer – Professional Landscape Architect	\$135.00	- \$200.00
Landscape Architect Department Manager	\$130.00	- \$160.00
Senior Professional Landscape Architect	\$ 95.00	- \$125.00
Project Manager Landscape Architect	\$ 80.00	- \$120.00
Professional Landscape Architect	\$ 70.00	- \$105.00
Senior Landscape Designer	\$ 70.00	- \$ 95.00
Landscape Designer	\$ 55.00	- \$ 75.00
<u>Planners</u>		
Principal/Officer – Land Planner	\$150.00	- \$230.00
Planning Department Manager	\$100.00	- \$140.00
Senior Planner	\$ 85.00	- \$160.00
Planning Project Manager	\$ 70.00	- \$100.00
Professional Planner	\$ 70.00	- \$ 90.00
Senior Site Planner	\$ 70.00	- \$ 95.00
Project Planner	\$ 50.00	- \$ 75.00
Site Planner	\$ 45.00	- \$ 75.00

Standard Hourly Rate Schedule
 (Valid through December 31, 2016)

	<u>Range</u>	
<u>Administration</u>		
Programmer / Web Designer	\$100.00	\$160.00
Executive Administrative Assistant	\$ 65.00	\$ 95.00
Senior Administrative Assistant	\$ 65.00	\$ 95.00
Administrative Assistant	\$ 50.00	\$ 60.00
Office Assistant	\$ 35.00	\$ 45.00
<u>Construction Engineering & Inspection (CE&I)</u>		
Senior Project Engineer	\$160.00	\$265.00
Project Administrator	\$140.00	\$210.00
Assistant Project Administrator	\$105.00	\$125.00
Senior Inspector	\$ 85.00	\$115.00
Inspector	\$ 70.00	\$ 90.00
Inspector Aid	\$ 45.00	\$ 65.00
CEI Secretary	\$ 50.00	\$ 60.00
Contract Support Specialist	\$100.00	\$120.00
Associate Contract Support Specialist	\$ 70.00	\$ 90.00
Resident Compliance Specialist	\$ 60.00	\$ 80.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

- | | |
|--|------------------------------|
| Courier Service | Government Permitting Fees |
| Maps / GIS Data | Prints, Copies, Plots, Plans |
| Mileage, Parking, Tolls | Subconsultant Fees |
| Postage and Overnight Mail | Telephone/Conferencing |
| Travel (lodging, rental car, per diem) | Miscellaneous Services |

BLANK



ADDITIONAL SERVICES AUTHORIZATION

Date: April 11, 2017 **Authorization No.:** 3
Project No.: 6198-004

Submitted To: Mr. Joe Roethke
District Manager
Triple Creek CDD
9428 Camden Field Parkway
Tampa, FL 33578
JRoethke@rizzetta.com

Submitted By: Kyle L. Thornton, P.E.
GGI, LLC (dba GENESIS)
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602

Project: **TRIPLE CREEK SUBDIVISION
MASTER AMENITY CENTER**

Services: The following tasks that have been requested by the Triple Creek Community Development District (CDD) in connection with the above project. These services are considered to be beyond and additional to the original scope of work and Agreement dated September 15, 2015.

The requested changes include revising site development plans to incorporate a new stormwater facility (prior scope was based upon using an existing facility). The scope is also revised to remove the Land Owner funded roadway and replace this roadway with the "Main Street" roadway section, extending from the new roundabout south along the eastern edge of the Amenity Center. The budget also provides for coordination with the Architect recently retained by the CDD.

Method of Billings/Payments: \$10,000.00 Hourly (Not-to-Exceed Plus Reimbursable Expenses)

Additional Service Request Fees: This Agreement constitutes our understanding of the required Additional Services and our relationship under this project, and may only be modified in writing, signed by both parties. All other terms and conditions contained in our original Agreement signed by the Parties and/or dated September 15, 2015, and any/all amendments relating thereto and executed by the Parties since the said date will remain in effect. The signature below authorizes the work herein described and does so on behalf of the Signatory and on behalf of the Owner of the land or property upon which the work is to be performed, and warrants that he/she has authority to sign this Agreement on behalf of the Signatory and on behalf of the Owner of the land.

GENESIS

Kyle L. Thornton, P.E. Date
Senior Vice President
Engineering Department Manager

Bruce T. Kaschyk, AICP Date
Senior Vice President
Tampa Division Manager

ACCEPTED BY:

CLIENT Signature Date

Typed/Printed Name and Title