

Prepared by and when
recorded mail to:

City Attorney
City of Largo
P.O. Box 296
Largo, FL 33779-0296

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 23 day of July, 2018, by and between MTTRP, LLC, a foreign limited liability company organized under the laws of the state of Indiana, whose local address is 2161 LIONS CLUB ROAD, CLEARWATER, FL 33764-6803 ("Grantor"), and the City of Largo, Florida, a municipal corporation, whose address is P. O. Box 296, Largo, FL 33779-0296 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the City of Largo, Pinellas County, Florida, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Grantor's Property"); and

WHEREAS, the Grantee desires to acquire an easement and all appurtenant rights over, across, under, and through the Grantor's Property for the construction, use and maintenance of a public sidewalk; and

WHEREAS, the Grantor is willing to grant to Grantee an easement and all appurtenant rights over, across, under, and through Grantor's Property for the construction, use and maintenance of a public sidewalk; and

WHEREAS, Grantee desires to accept said easement rights and is willing to perform the affirmative covenants hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged the parties agree as follows:

AGREEMENT

1. Recitals: Exhibits. The above recitals and all exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Sidewalk Easement. Grantor hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive easement ("Easement") over, under, through, and across that certain real property situated in Pinellas County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area"), solely for the purposes of the construction, installation, and maintenance of a public sidewalk ("Sidewalk") consisting of curbing, cement, and other appurtenant items required therefor. Included within this Easement, is the perpetual right of the Grantee to enter upon the Grantor's Property at any reasonable time it deems necessary for the purpose of inspecting and maintaining the Sidewalk from time to time and for exercising the easement rights granted hereby.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Pinellas County, Florida, more particularly described on Exhibit "A".

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a permanent Easement over, under, through and across that certain real property more particularly described on Exhibit "B" as the Easement Area and will defend the same easement against the lawful claims of all persons whomsoever.

3.3 Authority. Grantor does hereby fully warrant and represent that the party signing this Easement on behalf of Grantor has the authority to sign on behalf of the Grantor and that the Grantor has been properly authorized to grant this Easement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easement, Grantor retains the use of the Grantor's Property for any lawful purpose other than for the placement of any obstructions within the Easement Area including but not limited to a permanent building, structure, foundation, or other use inconsistent with the grants made herein, or which would impede or interfere with the effective construction, use and maintenance of the Sidewalk. Grantee shall have the right to remove any such obstruction(s) at Grantor's sole expense.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefiting the public at large and burdening the Grantor's Property, and all parts thereof, and shall be binding upon the heirs, successors, and assigns of the Grantor's Property, or any portion thereof.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Restoration. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantor hereby agrees and understands that Grantee will restore the ground surface area of the Easement Area to as near a pre-construction condition as is practicable in the judgment of the Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this EASEMENT AGREEMENT to be executed the day and year first above written.

GRANTOR SIGNATURE BLOCK

MTTRP, LLC,
a foreign limited liability company organized under the laws of the state of Indiana
("GRANTOR")

By (Signature):

Craig Clawson

Print Name:

CRAIG CLAWSON

As (Title):

CLASS MEMBER

WITNESSES

By (Signature):

Ariel I. Finley

Print Name:

Ariel I. Finley

By (Signature):

Kimberly L. Finley

Print Name:

Kimberly L. Finley

Corporate Seal (if Available)

GRANTOR NOTARIZATION

STATE OF Florida

COUNTY OF Pinellas

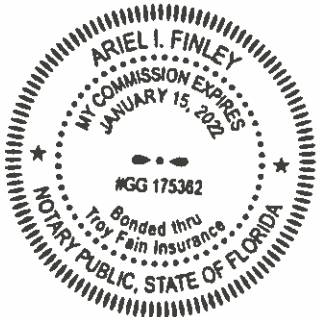
The foregoing instrument was acknowledged before me this 23 day of July, 2018,
by Craig Clawson and he/she acknowledged before me that he/she is authorized to
execute this AGREEMENT on behalf of said entity and [] is personally known to me or [] has produced
identification.

Type of identification produced: Florida Drivers License

My commission expires: 1-15-22
(Notary Seal)

Ariel I. Finley
Notary Public Signature

Ariel I. Finley
Notary Public Print Name



GRANTEE SIGNATURE BLOCK

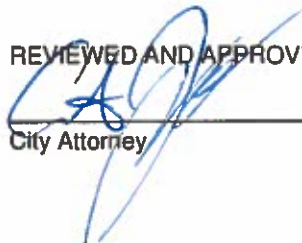
CITY OF LARGO, FLORIDA,
a municipal corporation
("GRANTEE")

Louis L. Brown, Mayor

ATTEST:

City Clerk

REVIEWED AND APPROVED:



City Attorney

GRANTEE NOTARIZATION

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Louis L. Brown, as Mayor of City of Largo, Florida, a municipal corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

(NOTARY SEAL)

Name of Acknowledger Typed, Printed or Stamped

Notarial Serial Number

EXHIBIT "A"

Parcel ID No. 31-29-16-17834-000-0020

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Lot Fourteen (14) of PINELLAS GROVES, in the Northwest Quarter of Section 31, Township 29 South, Range 16 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, being described as follows:

Commence at the Northeast corner of Lot Fourteen (14) of PINELLAS GROVES, in the Northwest Quarter of Section 31, Township 29 South, Range 16 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; thence North 88°56'54" West, along the North line of said Lot Fourteen (14), a distance of 15.02 feet to a point on the West right of way line of Lions Club Road; thence South 01°41'42" East, along said right of way line, same being 15.00 feet West of and parallel with the East line of Said Lot Fourteen (14), a distance of 258.58 feet; thence North 88°56'54" West, a distance of 169.96 feet, to a point on the East line of the West 462 feet of said Lot Fourteen (14); thence North 01°06'49" West along said East line, a distance of 258.47 feet, to a point on the said North line of Lot Fourteen (14); thence South 88°56'54" East, along the said North line, a distance of 167.34 feet, to the Point of Beginning.

EXHIBIT "B"

LEGAL DESCRIPTION OF PROPOSED EASEMENT

(see attached)

NOT A BOUNDARY SURVEY

EXHIBIT B

10' WIDE PEDESTRIAN SIDEWALK EASEMENT ALONG THE EAST SIDE OF THE PARCEL DESCRIBED IN O.R. Book 18773, Page 2282

LOT - 15

Adjacent Commercial Building

Point of Commencement NE Corner of Lot 14, PINELLAS GROVES, NW 1/4 of Section 31, Township 29 South, Range 18 East (Plan Book 1, Page 55)

Approximate Point of Beginning (As Assumed by this Surveyor)

REMARKS: South Rim of Marshes = 19.14 (N.A.V.D. 1988)

Overhead Utility Lines (Typical)

East Line of Lot 14 (S11°54'33"E)

LIONS CLUB ROAD Public R/W (Width Unknown)

10' Wide Repaired Sanitary Sewer Easement (O.R. Book 18301, Page 468)

Can Main shown per map of survey, dated 8-17-2018, by Doust & Assoc.

Waterline shown per map of survey, dated 8-17-2018, by Doust & Assoc.

REMARKS: U.S. Nat'l & Geo S. 107° = 18.90 (N.A.V.D. 1988)

Line Table (M)		
No.	Bearing	Distance
T1	S89°30'20"W	15.00'

SURVEYOR'S NOTES:

1. Recovered historical monumentation and an unrecorded survey prepared by Doust & Assoc., (L.S. 107), dated August 17, 2018 was used to establish deed lines and corners.
2. The subdivision plat of PINELLAS GROVES recorded in Plat Book 1, Page 55 is undimensional and is ambiguous as to the intended size of lots or roads shown thereon.
3. The Point of Beginning is not described in the legal description (O.R. Book 18773, Page 2282). This surveyor took the Point of Beginning to be 15.02 feet West of the NE corner of Lot 14.
4. Waterline, gas line and sanitary sewer line shown were not located at the time of this survey. Their locations shown hereon were taken off a map of survey prepared by Doust & Assoc., dated August 17, 2018, and should be considered in an approximate location only. This surveyor has not verified their existence or location.

LOT - 13

LOT - 14

NOTE: Elevations shown hereon are in feet and refer to N.A.V.D. 1988 Datum.

SCALE: 1" = 30'

BASIS OF BEARINGS: FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE (2011 ADJUSTED)



DESCRIPTION OF PEDESTRIAN SIDEWALK EASEMENT:

An easement for pedestrian, outdoor purposes over an area that lies 10 feet West of, adjacent to, and contiguous with the East Line of the following:

A portion of Lot Fourteen (14) of PINELLAS GROVES, in the Northwest Quarter of Section 31, Township 29 South, Range 18 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, being described as follows:

Commence at the Northwest corner of Lot Fourteen (14) of PINELLAS GROVES, in the Northwest Quarter of Section 31, Township 29 South, Range 18 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; thence North 89°30'20" West, along the North line of said Lot Fourteen (14), a distance of 15.02 feet to a point on the West right of way line of Lions Club Road; thence South 0°41'48" East, along said right of way line, a distance of 15.00 feet West of and parallel with the East line of said Lot Fourteen (14); thence North 89°30'20" West, a distance of 258.53 feet; thence North 89°30'20" West, a distance of 183.96 feet, to a point on the East line of the East 482 feet of said Lot Fourteen (14); thence North 0°00'48" West along said East line, a distance of 258.47 feet, to a point on the said North line of Lot Fourteen (14); thence South 89°30'20" East, along the said North line, a distance of 167.54 feet, to the Point of Beginning.

NOTES: Unless noted, this survey has been prepared without the benefit of a title search or file examination, and therefore is subject to any deficiencies, restrictions, easements and/or other such items of record that a title search or search may reveal. Building setbacks shown hereon are based on this map of survey, unless otherwise noted. To determine setback requirements, inquiries need to be made by the certified holders to the county or city zoning department.

According to flood insurance data this Community Flood Number 12267C DM, dated 8-28-08 issued by the Federal Emergency Management Agency, the property shown and described herein appears to be within Zone II.

Legend	
Circle with crosshair	Old
Arrow	Pins
Square with crosshair	Poles

Surveyor's Report and Additional Notes

1. No underground utilities or improvements have been located except as shown herein.
2. Easements, other than shown on this map of survey, may also exist over, upon or across the land surveyed.
3. Unless otherwise shown hereon, no Jurisdictional Wetland Areas or other physical topographic features have been located.
4. This survey does not reflect nor determine easements.
5. State of Bearings are shown hereon.
6. Vertical Datum is shown hereon.
7. Figures shown hereon may or may not consider along property lines specific fence line, as shown, are from specific locations. This surveyor makes no guarantee of the fence location. This Survey does not represent a determination of whether this land old or will not flood or be subject to flooding.

GATEWAY LAND SURVEYING, LLC
 1081 East Brandon Boulevard
 Suite 201
 Pinellas County, Florida 33702-5510
 (813) 572-2222

Cartographer of Authorization: **LB # 8129**

I hereby certify that the survey represented herein complies with the provisions of Chapter 33-175, Florida Statutes and Chapter 61B, Florida Administrative Code, and that I am duly licensed and qualified to practice surveying in the State of Florida.
 LB # 8129

Signature: _____ Date: 8/18/2018

Project: _____
 Date: 8/18/2018
 Scale: 1" = 30'

SPECIFIC PURPOSE SURVEY FOR AND CERTIFIED TO:
DIAZ FRITZ COMMERCIAL CONTRACTORS
ASPIRE ENGINEERING, INC.

**CONTRACT TO FURNISH PROFESSIONAL SERVICES TO THE
CITY OF LARGO**

**TRANSPORTATION ENGINEERING SERVICES FOR
MULTIMODAL IMPROVEMENTS AND REPAIR AND
REHABILITATION OF WEST BAY DRIVE**

RFQ#: 18-Q-642



This Contract to Furnish Professional Services to the City of Largo ("Agreement") is made on this 22nd day of August, 2018, (the "Effective Date") by and between the City of Largo, a Florida municipal corporation with its principal address located at 201 Highland Avenue, Largo, Florida 33770 and Pennoni Associates Inc. a corporation with its principal address located at 1900 Market Street, Suite 300, Philadelphia, PA 19103 (the "CONSULTANT")(collectively, the "Parties").

IN CONSIDERATION of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

A. Contract Documents

The "Contract Documents" shall mean and refer to this Agreement, Request for Qualifications # [INSERT RFQ#] together with any exhibits attached thereto and all duly executed addenda a true and accurate copy of which is attached hereto as **Exhibit A** (the "RFQ"), the CONSULTANT's response to the RFQ, a true and accurate copy of which is attached as **Exhibit B** (the "CONSULTANT's Response"), the hourly rates or pricing schedule agreed to by the Parties, a true and accurate copy of which is attached as **Exhibit C** (the "Pricing Schedule"), and any and all task orders or purchase orders issued by the City of Largo to the CONSULTANT pursuant to this Agreement, which shall be attached at the time of issuance as Composite **Exhibit D** (the "Task Order(s)"). All of the foregoing documents are incorporated herein by reference and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between the Contract Documents, this Agreement shall control, then the Task Order(s), followed by the Pricing Schedule, then the RFQ, and, finally, the CONSULTANT's Response.

B. Contract Term

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until final completion of construction (the "Contract Term"). The Contract Term may be renewed upon mutual written agreement of the Parties so long as such renewal is consistent with the term of contract as specified in the RFQ and is otherwise permitted by law.

C. Scope of Services

The CONSULTANT, at the request of the City of Largo, shall provide professional services of the specified nature described in and in accordance with the specifications, tasks, and scope of work set forth in the RFQ, and the Task Order(s)(the "Services"). The CONSULTANT acknowledges that it has read all specifications for the Services and that it understands such specifications and has the requisite expertise, licenses, and resources to provide the Services. Such representation is a material inducement for the City of Largo to enter into this Agreement with the CONSULTANT. The CONSULTANT shall provide services of highest quality and in accordance with the customary standards of professionals in its area(s) of expertise. The Parties acknowledge and agree that the scope of services is a general guide of the professional services that will be required and is not a guaranty that the City of Largo will require any minimum quantity of Services during the Contract Term.

D. Compliance with Laws

The CONSULTANT shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the work performed under this Agreement including, but not limited to all rules and regulations related to safety and compliance therewith. The City of Largo shall have no authority to direct, oversee, or instruct the CONSULTANT's employees, subconsultants, or materialmen, or any other individuals performing the work under this Agreement. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from this Agreement shall not relieve the CONSULTANT of its obligations to comply with all laws fully and completely. Upon request, the CONSULTANT shall furnish to the City of Largo certificates of compliance with all such laws, orders and regulations.

ARTICLE 2 - TERMS OF PAYMENT AND FEES

A. Fees

As consideration for providing the Services to the satisfaction of the City of Largo, the City of Largo shall pay the CONSULTANT fees as set forth in the Task Order(s). The CONSULTANT'S fees shall be based on the Pricing Schedule and shall be specified by one of the following methods in the Task Order(s):

1. Lump Sum Method - Wherein the City of Largo shall pay the CONSULTANT an agreed upon lump sum amount, which includes all of the CONSULTANT'S direct salary, costs, overhead costs, direct expenses, sub-contractors, and profits.
2. Standard Hourly Rate Method - Wherein the City of Largo shall pay the CONSULTANT the agreed upon hourly rates as set forth in the Pricing Schedule for time actually engaged on the Services covered by this Agreement and the applicable Task Order.
3. Other methods of payment as agreed to by the Parties in writing and as described in the Task Order.

B. Reimbursable Expenses

The CONSULTANT'S out-of-pocket expenses including, but not limited to, travel and living expenses of the CONSULTANT'S employees when they are away from their home office in accordance with the CONSULTANT'S policies when engaged on Services under this Agreement, long-distance telephone, and postage charges will be included in the Lump Sum Price or charged at actual cost to the CONSULTANT as determined in each Task Order. Payment shall meet criteria established in this Article 2, as determined reasonable in accordance with the scope of the Task Order by the City Manager, or his designee.

C. Direct Project Expenses

Charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT, and the use of the CONSULTANT'S and its employee's automobiles will be included in the Lump Sum Price or charged in accordance with the CONSULTANT'S standard rates as determined in the Pricing Schedule and each Task Order.

D. Status Report

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by the City of Largo). In no case shall the CONSULTANT bill the City of Largo for more than one hundred percent (100%) of the maximum amount set forth in the Task Order, unless authorized by the City of Largo in writing.

E. Standard Hourly-Rate – Definition

The CONSULTANT'S standard hourly and overtime rates shall be provided to the City of Largo and attached as the Pricing Schedule (Exhibit C). The CONSULTANT'S hourly rates may be negotiated for each individual Task Order, and shall remain firm throughout the duration of the Task Order until its completion and the Contract Term.

F. Invoices

All invoices shall be submitted in accordance with the Florida Prompt Payment Act. All payments shall be due on the date established by the Florida Prompt Payment Act, Payment Act, Section 218.70, Florida Statutes. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City of Largo. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. If the term of payment specified in the Task Order requires monthly invoices, the CONSULTANT shall submit invoices once each month to the City of Largo for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month. Separate invoices shall be submitted for each Task Order.

G. Payment of Expenses

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

H. Sales Tax

The City of Largo does not pay sales tax and will provide to the CONSULTANT its tax exemption information, where appropriate.

ARTICLE 3 - TERMS OF PERFORMANCE

It is further mutually agreed by the Parties that:

A. Starting Work

The CONSULTANT will not begin work on any of the Services until a Task Order is issued by the City of Largo in writing to the CONSULTANT.

B. Information Provided by City of Largo

The City of Largo shall make available to the CONSULTANT all technical data in the City of Largo's possession applicable to the Services to be provided by CONSULTANT in accordance with the Contract Documents. This may include (as applicable), previous studies, analytical data, maps, surveys, and other information requested or required by the CONSULTANT. The City shall not be liable for the accuracy of information supplied to the CONSULTANT. The CONSULTANT shall verify the accuracy of any and all supplied information.

C. Cost Estimating

The estimates of project or construction cost for any Task Order(s) are to be prepared by the CONSULTANT through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the CONSULTANT has no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the CONSULTANT cannot warrant that the project or construction costs will not vary from the CONSULTANT'S cost estimates.

D. Suspension of Work

If any Services covered by this Agreement to be carried out by the CONSULTANT shall be suspended, abated, or abandoned at the direction of the City of Largo for reasons unrelated to the quality of work provided by the CONSULTANT, or any matter within the CONSULTANT's control, the City of Largo shall pay the CONSULTANT for Services actually rendered prior to such suspension, abatement or abandonment of work, and any reasonable additional documented costs incurred in CONSULTANT'S orderly closing of its activities pursuant to the Pricing Schedule.

E. Services in Connection with Claims, Arbitration, and Litigation

The scope and extent of Services to be provided under any Task Order does not and shall not include personnel time of the CONSULTANT or time of personnel working under sub-agreements and related expenses required or requested to support, document, bring, defend, or assist in litigation, claims, and/or arbitration undertaken by or defended by the City of Largo. All such services required or requested of the CONSULTANT shall be considered additional services. The amount of such additional compensation shall be set forth in a separate Task Order as reviewed and approved by the City Manager after consultation with the City Attorney. The CONSULTANT shall only be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Largo for the acts giving rise to and requiring the requested services and expenses.

F. Ownership of Documents

The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables in a Task Order shall become the property of the City of Largo upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents, unless otherwise restricted by law. The City of Largo accepts sole responsibility for the City of Largo's reuse of any documents or work product resulting from the professional services provided hereunder in a manner other than as initially intended, or for any use of incomplete documents.

G. Account Records

The CONSULTANT'S accounting records, insofar as they pertain to invoicing the City of Largo or to disbursements made from the CONSULTANT'S account for work performed under this Agreement, shall be open to City of Largo's inspection and audit at the CONSULTANT'S office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT'S office. These records will be retained by the CONSULTANT for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

H. Force Majeure

Neither party hereto shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party.

I. Approval of Changes

The Contract Documents may only be modified by written agreement of the Parties. The City Manager, or his designee, is the sole representative of the City of Largo authorized to make changes to this

Agreement, and only if such change is in writing, is within the scope of the Services, and does not serve to increase the City Manager's purchasing authority or maximum amount approved by the City of Largo City Commission as of the Effective Date (the "Maximum Contract Price"). If any change would cause an increase in the Maximum Contract Price or cause work to extend beyond the Contract Term, Contractor shall notify the City within ten (10) days in writing. The written notice shall state in all capital, bold letters that the City of Largo's written request for changes would result in an increase in the Maximum Contract Price and/or Contract Term. Such notice must be submitted and approved by the City Commission prior to performing any work or incurring any costs for such work and the CONSULTANT shall not be entitled to any compensation for such work unless and until approved by the City Commission. Notwithstanding the foregoing, nothing in this clause shall excuse CONSULTANT from proceeding with the Services provided under this Agreement except for those changes which would increase the Maximum Contract Price or extend the Contract Term.

J. Authorized Representative

Before starting work the CONSULTANT shall designate an authorized representative acceptable to the City of Largo to represent and act for the CONSULTANT and shall inform the City of Largo in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City of Largo informed of any subsequent changes in the foregoing named representative. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Largo shall be binding upon the CONSULTANT and City of Largo. The authorized representative of the City of Largo shall be the City Manager or his/her designee.

K. Construction Phase Services

Visits to construction sites and observations made by the CONSULTANT as part of construction phase services authorized by a Task Order, if any, shall not relieve the construction contractor(s) of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT shall meet or exceed those policies enacted by the City.

If on-site Resident Project Representative (RPR) services are provided by the CONSULTANT pursuant to a Task Order issued hereunder, such RPR shall endeavor to make reasonable efforts to guard the City of Largo against defects and deficiencies in the work of the on-site contractor(s) and to help determine if the provisions of the contract documents prepared by the CONSULTANT are being fulfilled. The obligations of the RPR shall be set forth in the purchase order or task order which authorizes RPR services. Construction phase services by the CONSULTANT will not, however, cause the CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, the obligations set forth above. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other work efforts as defined in the Scope of Services. The City of Largo reserves the right to request replacement of any RPR personnel furnished by the CONSULTANT.

L. Termination

The City of Largo may terminate this Agreement with cause at any time immediately upon written notice to the CONSULTANT r, if: (a) the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (b) the CONSULTANT fails to perform in the manner called for in the Contract Documents; or (c) the CONSULTANT does not provide services in accordance with the

requirements of the specifications in the Contract Documents. In its sole discretion, the City of Largo may allow the CONSULTANT a period of time in which to cure a defect in performance or non-performance. In such case, the City of Largo's written notice of termination to the CONSULTANT shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Upon expiration of such time period, if such defect has not been cured to the full satisfaction of the City of Largo, this Agreement shall be deemed terminated, all obligations under this Agreement shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination. This payment shall be the sole financial obligation or responsibility of the City of Largo for compensation hereunder in the event of termination in accordance with the provisions of this paragraph. Upon termination, at the City of Largo's request, the CONSULTANT shall turn over to the City of Largo all work products and deliverables completed or partially completed up to the date of termination including but not limited to, subcontractor work products, surveys, drawings, model results, and specifications. The City of Largo shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The CONSULTANT agrees to execute, at the City of Largo's request, any documentation the City deems necessary to confirm its ownership and right to use any/all such work products and/or deliverables whether partial or complete.

M. Reprocurement upon Termination

If this Agreement is terminated by the City of Largo for cause pursuant to Article 3(L) above, in addition to all other remedies available at law or in equity, the CONSULTANT shall be liable for all expenses incurred by the City of Largo in reprocurring elsewhere the same or similar items or services offered by the CONSULTANT.

M. Fiscal Non-funding

In the event that the City of Largo, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to the CONSULTANT under this Agreement for a new fiscal period, the City of Largo shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City of Largo.

N. Time of the Essence

Time is of the essence for all work performed under this Agreement and all Task Orders. If the CONSULTANT fails to promptly complete the Service under this Agreement within the time period specified in each Task Order, the City of Largo may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from the CONSULTANT any increased costs and damages thereby incurred by the City of Largo.

ARTICLE 4 - ADDITIONAL & SUBCONSULTANT COSTS

A. Additional Costs

The Parties agree that any additional costs for work or services to be provided under a Task Order issued pursuant to this Agreement, must be approved in writing by the City of Largo prior to such additional cost being incurred. If such additional costs are not authorized by the City of Largo in writing, no payment for such additional costs shall be made.

B. Subconsultants

Charges for the services of outside consultants and specialists (referred to herein as "subconsultants") are as follows:

1. Labor Services - The labor services of approved subconsultants, whose expertise is required within the scope of the CONSULTANT'S work and Services, shall be invoiced in accordance with the Task Order.
2. Out of Scope Expertise - The services of approved subconsultants, whose expertise is outside the scope of the CONSULTANT'S work and/or who are retained by the CONSULTANT as a convenience to the City of Largo, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Largo.
3. Approval - The use of any subconsultant or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Largo in writing before such subconsultants or specialists may be retained by the CONSULTANT.
4. If any subconsultant fails to perform in accordance with the terms of the Contract Documents, the CONSULTANT shall complete or pay to have completed the work which the subconsultant failed to complete at no additional cost to the City of Largo. Additionally, in the event of any breach or noncompliance by any of the CONSULTANT'S subconsultants, the CONSULTANT shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

ARTICLE 5 - CITY OF LARGO'S RESPONSIBILITIES

The City of Largo shall perform the following tasks and actions pursuant to the terms and conditions of this Agreement:

A. Criteria

Provide all criteria and full information concerning the City of Largo's requirements of the Task Order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Largo will require to be included in the drawings and specifications.

B. Available Information

Assist the CONSULTANT by placing at their disposal all pertinent available information including previous reports and data relevant to the CONSULTANT'S Services.

C. Service of Others

Furnish to the CONSULTANT, as required for performance of the CONSULTANT'S services, those services identified as City of Largo responsibilities in any Task Order. The CONSULTANT shall be responsible for performing all other services not otherwise identified as a responsibility of the City of Largo or third party, either in-house or through subconsultants/contractors, which may include (where applicable), but is not limited to, conducting borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests; conducting inspections of samples, materials, and/or equipment; or providing appropriate professional interpretations of all or any of the foregoing: property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions, and/or zoning, deed, or other land use restrictions.

D. Examine Work of the CONSULTANT

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of its attorney, insurance counselor, and other consultants and professionals as City of Largo deems appropriate for such examination, and render, in

writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

E. Approvals and Permits

Unless otherwise provided in a Task Order, furnish approvals and permits from all governmental authorities having jurisdiction over the Services to be provided pursuant to such Task Order and such approvals and consents from others as may be necessary for completion of the Services required by the Task Order.

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 6 – INDEMNIFICATION

A. Indemnification for Architectural or Engineering Services

The following applies to all Task Orders issued to architectural or engineering firms for architectural or engineering services. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the City of Largo and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, 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 CONSULTANT, its employees, agents, officers, subcontractors, subconsultants, and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which the CONSULTANT provided services be hereby amended to include the foregoing indemnification. The CONSULTANT expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the City of Largo is entitled pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of the CONSULTANT against the City of Largo and the CONSULTANT waives any entitlement to immunity under Section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement however terminated. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Indemnification: Other

The following applies to all other Task Orders not covered by Article 6(A) above. The Parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to assume liability for and indemnify, hold harmless, and defend the City of Largo, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage,

equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, contractors, subconsultants, subcontractors, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement, whether or not due to or caused by the negligence of the City of Largo, its commissioners, mayor, officers, employees, agents, and attorneys, excluding only such matters caused solely by the negligence of the City of Largo. The CONSULTANT'S liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the City of Largo is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

C. Control of Defense

Subject to the limitations set forth in this subsection (C), the CONSULTANT shall assume control of the defense of any claim asserted by a third party against the City of Largo which is subject to indemnification hereunder and, in connection with such defense, shall appoint lead counsel, in each case at the CONSULTANT'S expense. The City of Largo shall have the right, at its option, to participate in the defense of any third party claim, without relieving the CONSULTANT of any of its obligations hereunder. If the CONSULTANT assumes control of the defense of any third party claim in accordance with this subsection, the CONSULTANT shall obtain the prior written consent of the City of Largo before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONSULTANT shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City of Largo and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City of Largo, be detrimental in any material respect to the City of Largo's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City of Largo; or (iii) the CONSULTANT has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

D. The CONSULTANT'S Status as an Independent Contractor

That status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership between the City of Largo and the CONSULTANT, nor shall the CONSULTANT be an agent of the City of Largo.

ARTICLE 7 – INSURANCE

A. Insurance Required

1. Insurance Requirements as of the Effective Date

The CONSULTANT shall provide on the Effective Date proof that it has obtained and maintains the following types of insurance in the amounts and form as more particularly described herein:

a). Workers' Compensation Insurance

The CONSULTANT shall have in full force, during the life of this Agreement, Workers'

Compensation and Employer's Liability Insurance for all the CONSULTANT'S employees connected with work under this Agreement, providing, at a minimum, the requisite statutory amounts of coverage for said types of insurance. In the event any work is subcontracted, the CONSULTANT shall require the subconsultant to similarly provide Workers' Compensation Insurance for all of the latter's employees at the requisite statutory (minimum) amounts, unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Largo in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this Agreement is not protected under the Workers' Compensation statute, the CONSULTANT shall provide adequate insurance, satisfactory to the City of Largo, for the protection of employees not otherwise protected.

b). Liability Insurance

The CONSULTANT shall have in full force, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Largo from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this Agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
 - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

c). Professional Liability Insurance

During the term of this Agreement, the CONSULTANT will carry professional liability Errors and Omission insurance which will cover liability for any damage or non performance on account of any error, omission, or other provable negligence caused by the CONSULTANT. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Largo may require a higher limit as mutually agreed with the CONSULTANT for specific Task Orders.

2. Certificate of Insurance

The City of Largo shall be furnished proof that the CONSULTANT maintains the aforementioned types/amounts of insurance coverage as follows:

- The CONSULTANT shall provide the City of Largo a Certificate of Insurance which includes, at a minimum, the name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date indicating the CONSULTANT maintains the types and amounts of insurance required herein.
- The Certificate of Insurance shall be in the form approved by the City of Largo's Risk Manager and such Certificate shall clearly state all the coverages required in this Article.
- If requested by the City of Largo, the CONSULTANT and any subconsultants shall furnish complete copies of all insurance policies, forms and endorsements. The City of Largo reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of this Agreement or any purchase or task order associated herewith.
- Receipt of Certificates or other documentation of insurance or policies or copies of policies by the City of Largo or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT'S obligations to fulfill the requirements of this Article.

The CONSULTANT shall provide immediate notice of any CONSULTANT initiated cancellation, non-renewal or adverse change to the policy or policies required to be obtained or maintained pursuant to this Agreement. The CONSULTANT shall immediately forward to the City of Largo any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by an insurer. These obligations shall extend to any subconsultant conducting work associated with this Agreement or any associated Task Order.

Any insurer executing a policy required hereunder shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Largo's Risk Manager in writing.

The CONSULTANT'S insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary and the City of Largo shall be named as an additional insured. The City of Largo's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement.

B. Insurance Requirements to be Submitted Prior to Initiation of Work/Services by the CONSULTANT

The CONSULTANT shall not commence any work in connection with this Agreement until the City of Largo has confirmed that the CONSULTANT maintains all of the types of insurance required pursuant to this Agreement and that the CONSULTANT has named the City of Largo as an additional insured as provided herein, and such insurance and documentation have been approved by the City of Largo's Risk Manager. The CONSULTANT shall not allow any subconsultant to commence work under this Agreement until all similar insurance required of the subconsultant has been so obtained and proof thereof supplied to the CONSULTANT.

C. Waiver of Subrogation

The City of Largo and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance,

except such rights as they may have to the proceeds of such insurance held by the City of Largo and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants and their subcontractors and suppliers.

The City of Largo and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants and their subcontractors and suppliers.

If the insurance policies referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed. Failure to obtain this endorsement nullifies the waiver of subrogation.

D. Loss Deductible

The City of Largo shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT.

E. Subconsultant's Insurance

The CONSULTANT shall require each of its subconsultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his subconsultants in his policy as required in this Article. The City of Largo reserves the right, at any time and in its sole discretion, to request copies, including certified copies, of any documentation/proof of insurance or policies, supplied by any subconsultant.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City of Largo and the CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. Neither the City of Largo nor the CONSULTANT shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Largo, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Largo and the CONSULTANT.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City of Largo will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida as provided herein.

B. Governing Law and Venue

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for

the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

C. Attorney's Fees

In the event of legal action or other proceeding arising under this Agreement, the City of Largo shall be entitled to recover from the CONSULTANT all its reasonable attorneys' fees and costs incurred by the City of Largo in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City of Largo also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City of Largo. The reasonable costs to which the City of Largo will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Largo may employ additional or other professional consulting firms to perform work contemplated by this Agreement without liability to the City of Largo.

ARTICLE 11 – PUBLIC RECORDS RESPONSIBILITIES

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the CONSULTANT on behalf of the City of Largo, the CONSULTANT shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City of Largo to perform the work contemplated by this Agreement; (b) upon request from the City of Largo's custodian of public records, provide the City of Largo with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if the CONSULTANT does not transfer the records to the City of Largo in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City of Largo, in its sole and absolute discretion, requests that all Public Records in possession of the CONSULTANT be transferred to the City of Largo, the CONSULTANT shall transfer, at no cost, to the City of Largo, all Public Records in possession of the CONSULTANT within thirty (30) days of such request or (ii) if no such request is made by the City, the CONSULTANT shall keep and maintain the Public Records required by the City of Largo to perform the work contemplated by this Agreement. If the CONSULTANT transfers all Public Records to the City of Largo pursuant to (d)(i) above, the CONSULTANT shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City of Largo and provide the City of Largo with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If the CONSULTANT keeps and maintains Public Records pursuant to (d)(ii) above, the CONSULTANT shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to

the City of Largo, upon request from the City of Largo's custodian of public records, in a format that is compatible with the information technology of the City of Largo. If the CONSULTANT does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City of Largo may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which the CONSULTANT is acting on behalf of the City of Largo.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF LARGO CITY CLERK AT:

Telephone number: (727) 587-6710 ext. 7003
E-mail address: dbruner@largo.com
Mailing address: City of Largo, Attn: City Clerk,
P.O. Box 296, Largo, Florida 33779-0296

ARTICLE 12 - MISCELLANEOUS TERMS

A. Severability

If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

B. Headings

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement

The Contract Documents set forth the entire agreement between the Parties with respect to the subject matters covered by this Agreement and supersede all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set for explicitly in this Agreement.

D. No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, nor shall it be construed as enforceable by any third parties.

E. Computation of Time

Any reference in this Agreement or any Task Order to time periods shall be computed by calendar days unless otherwise specified. In the computation thereof, any time period which end on a Saturday,

Sunday or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

F. Notices.

All notices or other communications given under this Agreement shall be made in writing and sent by certified mail, return receipt requested, or by personal delivery to the party to whom notice is given to the addresses shown below:

If to the City:
Henry P. Schubert, City Manager
201 Highland Drive
Largo, Florida, 33770

If to the CONSULTANT,
Peter Nikolov, P.E.
Pennoni Associates Inc.
2555 Nursery Road, Suite 104
Clearwater, FL 33764

With required copy to:
Alan S. Zimmet, Esq.
Bryant Miller Oliver, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida, 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

G. Waiver

No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under this Agreement, or of any rights or remedies to which either party may be entitled to on account of any such default or failure to perform.

H. Mutual Drafting

This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to Furnish Professional Services on the day and date first above written:

CITY OF LARGO, FLORIDA,
a municipal corporation

CONSULTANT*

Henry P. Schubert, City Manager

By.: 

Print Name: Nelson J. Shaffer

Title: Executive Vice President

Reviewed and Approved:

WITNESSES FOR CONSULTANT:


Alan S. Zimmet, City Attorney



Witness #1 - Signature

Reviewed By:

E. Peter Nikolov, PE, ENV-SP
Witness #1 - Type or Print Name

Mary Bossone, Risk Manager


Witness #2 - Signature

ATTEST:

Jill Riebel
Witness #2 - Type or Print Name

Diane Bruner, City Clerk

***Acknowledgment.** The CONSULTANT understands and acknowledges that the individual executing this Agreement on behalf of the CONSULTANT has full authority to do so thereby binding the CONSULTANT to all terms and conditions herein contained. BY EXECUTING THIS AGREEMENT, THE CONSULTANT AND THE INDIVIDUAL EXECUTING THIS AGREEMENT ON THE CONSULTANT'S BEHALF AFFIRM AND REPRESENT THAT THEY HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND THAT THEY HAVE HAD THE FULL OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AND FOR THEM TO CONSULT WITH COUNSEL OF THEIR CHOICE.



2555 Nursery Road
Suite 104
Clearwater, FL 33764

(727) 420-2487 phone
(727) 538 9125 fax
www.pennoni.com

EXHIBIT A

August 6, 2018

Mr. Barry Westmark, PE
Senior Engineer
City of Largo
201 Highland Avenue
Largo, FL 33779-0296

**RE: SCOPE OF SERVICES FOR TRANSPORTATION ENGINEERING SERVICES FOR
MULTIMODAL IMPROVEMENTS AND REPAIR AND REHABILITATION OF WEST BAY
DRIVE (RFQ#: 18-Q-642)**

Dear Mr. Westmark:

Thank you for the opportunity to submit herein, the scope of services to provide professional services support for the West Bay Drive Improvements from Missouri Avenue to Clearwater-Largo Road. It is our understanding that the City of Largo, hereinafter referred to as CITY, requires the assistance of Pennoni Associates Inc., hereinafter referred to as CONSULTANT, in the development of the final construction drawings and specifications, permitting and bidding and construction phase support services for the above referenced project.

The scope of services to be provided by the CONSULTANT is made part of the Professional Services Agreement RFQ No. 18-Q-642 between the CITY and CONSULTANT for the project referenced above and is bound by its conditions and provisions thereof. If there is any conflict between this scope of services and the Professional Services Agreement, the Professional Services Agreement shall control.

I. PROJECT DESCRIPTION

The West Bay Drive corridor is the signature roadway that traverses the core downtown area for the City of Largo. The project limits are West Bay Drive from Missouri Avenue to Clearwater-Largo Road. The roadway connects the downtown to the Central Park complex, the Medical Arts District, the Pinellas Trail, and the Pinellas County School Board headquarters. Redevelopment has begun along this corridor that is creating, and will continue to create, a pedestrian friendly environment with a mixture of residential and commercial uses. The 2016 Pinellas AADT count for that corridor is approximately 40,000 automobiles. Several projects that are connected to this area are in various stages of design including West Bay Lofts, West Bay Drive Trail Head project and the Downtown Plaza. The corridor is important to the City and the future growth of the downtown.

Improvements to the section of West Bay Drive between Clearwater-Largo Road and Missouri Avenue were ranked among the highest priority projects in the Downtown Largo Multimodal Plan due to a high number of crashes, large vehicular, pedestrian, and bicycle traffic, proximity

to the Pinellas Trail and bus transit, as well as community requests. The existing transportation facilities do not meet level of service goals for pedestrian activities, as the roadway has inadequate roadway crossings, and other safety concerns. The corridor also lacks gateway monument signs and way-finding amenities.

This project will include multimodal transportation and gateway improvements that complement the current City projects, as well as repair and rehabilitation of approximately ½ mile of existing roadway pavement. Pavement repair and rehabilitation consists of 1 ½ inch mill and overlay. The geotechnical evaluation will determine the exact pavement rehabilitation requirements.

The project will include replacement of damaged sidewalk, potentially the entire extent of West Bay Drive, on both sides, and side streets, between Clearwater-Largo Road and Missouri Avenue. The project will evaluate the current street lighting and the need for pedestrian lighting improvements. The lighting component and impacts to the sidewalk will require coordination with Duke Energy's design engineers. Multimodal and ADA improvements include repair and rehabilitation of curb ramps and driveway/business entrance aprons, sidewalk/crosswalk realignment, ADA ramps, and constructing up to two (2) mid-block crossings. Finally, the project will include evaluation of existing stormwater management system conditions. While design for stormwater management system replacement is not part of this project, minor repairs may be included.

II. SCOPE OF SERVICES

Task 1-Project Management

The objective of the Project Management task will be to provide contract administration, project coordination, QA/QC, communication protocols, and documentation necessary for project execution. The following subtasks detail the services to be provided.

1.1 Progress Reports

The CONSULTANT will submit to the CITY each billing period a progress report reflecting the project status, in terms of the total work effort estimated to be required for the completion of the Scope of Services, as of the last day of the preceding month. The report will show work items, the percentage complete of each item, the percentage of total work effort represented by each item, and the percentage of total work effort completed. Nine (9) progress reports are estimated for this Project.

1.2 Project Coordination

- a) The CONSULTANT will coordinate with the CITY'S Project Manager to address project-related activities. Refer to section 1.3 for more detail.
- b) The CONSULTANT will coordinate with the local residents for the proposed improvements and seek stakeholder input and coordinate with CITY Staff accordingly.



Refer to section 1.4 for more detail.

- c) The CONSULTANT will coordinate with the local businesses for the proposed improvements along West Bay Drive and seek stakeholder input and coordinate with CITY Staff accordingly. This will include the West Bay Lofts redevelopment project and other potential redevelopments within the project limits. Refer to section 1.4 for more detail.
- d) The CONSULTANT will coordinate with the impacted utilities within the project limits. Plans will be submitted to public and private utilities to locate existing underground and above ground utilities, identify depth of cover and location prior to preparation of preliminary design documents. Refer to section 4.3 for more detail.
- e) The CONSULTANT will coordinate with CSX for proposed roadway rehabilitation adjacent to the CSX right-of-way. Refer to section 5.3 for more detail.
- f) The CONSULTANT will coordinate with Pinellas County regarding the proposed roadway rehabilitation adjacent to the Pinellas County right-of-way at Clearwater-Largo Road. Refer to section 5.4 for more detail.
- g) The CONSULTANT will coordinate with FDOT for the proposed roadway rehabilitation adjacent to the FDOT right-of-way at Missouri Avenue. Refer to section 5.5 for more detail.
- h) The CONSULTANT will coordinate with Duke Energy for lighting enhancements as may be needed to improve safety for West Bay Drive within the project limits. The purpose will be to replace the existing lighting with LED lighting and improve the areas along the project length that do not currently have adequate lighting for vehicles, pedestrians and bicyclists.

1.3 Project Team Meetings

- a) The CONSULTANT will attend an initial kick-off meeting and six (6) progress meetings to be held for review and discussion of submittals or as determined by the CITY'S Project Manager. The CONSULTANT'S project schedule, quality control and quality assurance procedures, and pertinent project related processes will be presented at the kick-off meeting. At the progress meetings, the CONSULTANT will discuss the details of the design, present the progress made during the work period and solicit and record input from applicable departments and stakeholders. The stakeholders include the surrounding residents, businesses, redevelopments, Pinellas County and FDOT. As appropriate and agreed upon with the CITY, the received input will be incorporated into the design documents.
- b) As necessary, CONSULTANT will prepare for and conduct up to two (2) meetings with the appropriate public and/or private utilities during the design development phase of the project.



- c) The CONSULTANT will keep accurate minutes of meetings and distribute copies to participants within five (5) calendar days after the meetings. The CONSULTANT will coordinate with the CITY and prepare the necessary agenda for each meeting to be held. Display material will be developed and prepared by the CONSULTANT.

Deliverables:

- Project schedule (PDF)
- Progress reports with billing statements (PDF)
- Meeting agendas and minutes (PDF)
- Copies of project related correspondence (PDF)

1.4 Public Information Initiative

A public information initiative will be conducted during different phases of the project to include one (1) City Administration briefing meeting, One (1) City Commission Work Session and two (2) Community Streets Public Meetings. The meeting location will be mutually selected with the CITY.

- a) The City Administration briefing meeting will be conducted as requested by the City.
- b) The City Commission Meeting will be conducted upon completion of the preliminary evaluation and conceptual plans for the proposed improvements or as directed by the CITY. This will include the multimodal, roadway, mid-block crossings, lighting and other improvements. Presentation will be delivered in Power Point Format and on presentation boards.
- c) The first neighborhood meeting will be held around the 30% design stage to inform the general public about the proposed improvements and receive input. Display boards and distribution materials for the meeting will be developed by CONSULTANT. The CITY will be responsible for the announcement, mailers, distribution of information, and collection and tabulation of public input. The CONSULTANT and necessary subconsultants will attend the meeting.
- d) The second neighborhood meeting will be held around the 60% or 90% design stage or as directed by the CITY to inform the general public about the proposed improvements and provide a project status update. Display boards and distribution materials for the meeting will be developed by CONSULTANT. The CITY will be responsible for the announcement, mailers, distribution of information, and collection and tabulation of public input. The CONSULTANT and necessary subconsultants will attend the meeting.

Deliverables:

- Presentations
- Project exhibits



Task 2-Site Characterization

2.1 Subconsultant Administration, Coordination, and Review

The CONSULTANT will conduct a site visit to properly characterize constraints and conditions with the CITY'S Project Manager and/or subconsultants. This will include a hardscape furniture and bus shelter inventory. In addition, the CONSULTANT will coordinate the project with stakeholders, develop a detailed scope for subconsultant services, enter into agreements with subconsultants, and administer the subconsultants' contracts, coordinate the subconsulting efforts, and review the subconsultants' work within the capacity of CONSULTANT'S expertise.

Deliverables:

- Field information data (PDF)

Task 3-Preliminary Investigation and Analysis

3.1 Multimodal, Roadway and Traffic Evaluation

Evaluation will include multimodal, roadway, traffic, gateway improvements, intersections, pavement repair and rehabilitation of approximately ½ mile of existing roadway, mid-block crossings, sidewalk replacement, driveway replacement, on-street parking, curb ramps, ADA upgrades, signing & pavement markings, and maintenance of traffic (MOT). A cost-benefit evaluation will also be completed to determine whether the hardscape furniture and bus shelters should be refurbished or replaced.

3.2 Stormwater Evaluation

The existing stormwater system condition will be reviewed to determine locations for minor stormwater system repairs. The City has records and video tapes for the stormwater system that will be reviewed for this purpose. It is not anticipated there will be any major stormwater system replacement as part of this project.

3.3 Street Lighting Evaluation

The current street lighting will be evaluated to determine proper coverage and the need for pedestrian lighting improvements. This will also include the proper lighting spacing, lighting components, impacts to the sidewalks and coordination with Duke Energy.

3.4 Summary Memo

The above project elements will be summarized into a summary memo. The memo will identify project issues and the actions needed during the design phase.

Deliverables:

- Multimodal, roadway, traffic and pavement evaluation
- Stormwater system review
- Lighting evaluation



- Alternatives analysis and probable construction costs
- Summary Memo

Task 4-Design, Plans Preparation and Specifications

The CONSULTANT will prepare the final signed and sealed design documents, to include construction plans preparation, quantity estimates, cost estimates, technical specifications adequate to meet the review requirements of regulatory agencies and construction of the project. Plans will be prepared on 11x17 sheets and have appropriate scale for clarity and detailed presentation of design intent.

The following plan information will be developed and included in the final design documents. The construction plans and specifications will be prepared per CITY standards:

1. Cover Sheet
2. Survey Notes
3. Legend and Abbreviations
4. Summary of Pay Items
5. General Notes
6. Typical Sections
7. Soil Auger Logs
8. Geometric Layout Plan
9. Plans and Profiles
10. Cross-Sections at 100-foot intervals
11. Utility Relocation/Adjustment Details
12. Paving, Grading, and Drainage Structures Details
13. Signing and Pavement Marking Plans
14. Lighting Layout Plans and Notes
15. Erosion Control, Plan, Notes and Details
16. General Maintenance of Traffic Phases and Notes Plan
17. Construction Details

4.1 Topographic Survey and Mapping

The CONSULTANT will provide the topographic survey and mapping required for the project design from Missouri Avenue to Clearwater-Largo Road for approximately 2,750 feet. The survey will extend 75-feet along the side streets from West Bay Drive. A 3-D laser scan survey will be completed for the mainline improvements.

4.2 Geotechnical

The CONSULTANT will provide the pavement cores and hand augers to assess the pavement and subsurface conditions for the project. This will include review of published soils and topographic information, obtaining required maintenance of traffic



permits, a general location and description of potentially deleterious materials discovered in the augers which may interfere with construction progress including existing fills or surficial organics, and identification of groundwater levels.

4.3 Subsurface Utility Engineering

The CONSULTANT will obtain the services of a subconsultant to perform underground investigations for locating existing utilities as required. The work will include actual field verification of below grade utilities by vacuum excavation or other suitable methods. Excavation locations shall be identified upon completion of the preliminary design and review of existing subsurface investigation data provided by others. This scope includes a maximum of four (4) vertical and horizontal locates for utility investigation within the project limits.

4.4 30% Construction Plans

The CONSULTANT will prepare preliminary roadway plan and profile plans, roadway typical sections, preliminary cross-sections, intersections, sidewalks, driveways, on-street parking and preliminary lighting for the proposed project in accordance with the preliminary evaluation and assessment.

This phase will also include utility conflicts, quantity estimates, probable construction cost estimate, and coordination with Duke, Pinellas County, CSX and FDOT.

Deliverables:

- 30% construction plans submittal (PDF Format)
- Engineer's opinion of probable construction cost for 30% Submittal (PDF Format)

4.5 60% Construction Plans

Upon receipt of CITY comments for the 30% submittal, the CONSULTANT will proceed with the 60% submittal documents. The 60% construction plans will include the roadway, intersections, sidewalks, driveways, curb ramps, ADA upgrades, on-street parking, mid-block crossings, lighting, MOT and detailed design of the project and plans preparation.

This phase will also include the rectangular rapid flashing beacons (RRFBs) for the mid-block crossings, utility conflicts, quantity estimates, probable construction cost estimate and coordination with Duke, Pinellas County, CSX and FDOT.

Deliverables:

- 60% construction plans submittal (PDF Format)
- Engineer's opinion of probable construction cost for 60% Submittal (PDF Format)



4.6 90% Construction Plans

Upon receipt of CITY comments for the 60% submittal, the CONSULTANT will proceed with the 90% submittal documents. During this phase the CONSULTANT will also receive comments from affected regulatory agencies and incorporate them into the construction plans as necessary.

The 90% construction plans will include the design items required for the construction of the project including RRFBs, utility conflicts, quantity estimates, probable construction cost estimate and coordination with Duke, Pinellas County, CSX and FDOT.

The CONSULTANT will prepare the draft project technical specifications, special conditions and bid tabulation form necessary for the proper construction of the project.

Deliverables:

- 90% Construction Plans submittal (PDF Format)
- Engineer's opinion of probable construction cost for 90% Submittal (PDF Format)
- Draft bid documents and technical specifications

4.7 Final Construction Documents

The final submittal will address the CITY'S review comments for the 90% documents. Work prepared and/or submitted will be reviewed and checked by a civil engineer registered in the State of Florida as the Engineer of Record. The Engineer of Record will sign, seal and date the design calculations and contract drawings as required by Florida law.

Deliverables:

- Final construction plans submittal (CAD and PDF Formats)
- Signed and sealed plans
- Final bid documents and technical specifications

Task 5-Permitting Services

5.1 Permit Pre-Application Meetings

The CONSULTANT will attend pre-application meetings with Southwest Florida Water Management District (SWFWMD), Pinellas County and FDOT with jurisdiction authority over the project area to familiarize them with the scope of the project and to identify any permitting issues of potential concern.

5.2 ERP Permit Application

The CONSULTANT will review the existing permit conditions and prepare and submit a permit exemption letter to SWFWMD for the project.



5.3 CSX Crossing

The CONSULTANT will coordinate with CSX regarding the proposed roadway rehabilitation adjacent to the CSX right-of-way. This may involve coordination of an agreement and flagmen requirements.

5.4 Pinellas County Right-of-Way Permit

The CONSULTANT will coordinate with Pinellas County regarding the proposed roadway rehabilitation adjacent to the Pinellas County right-of-way at Clearwater-Largo Road. The CONSULTANT will determine if a Pinellas County Right-of-Way (ROW) permit is required. If one is required, the CONSULTANT will prepare and submit a complete ROW application to Pinellas County upon completion of the 60% design phase.

5.5 FDOT Connection Permit

The CONSULTANT will coordinate with FDOT regarding the proposed roadway rehabilitation adjacent to the FDOT right-of-way at Missouri Avenue. The CONSULTANT will prepare the FDOT connection permit for work within the FDOT right-of-way at Missouri Avenue.

5.6 Requests for Additional Information

If necessary, the CONSULTANT will respond to requests for additional information for the permits. A separate coordination meeting will be scheduled with the jurisdictional agencies to discuss any comments, if required by the CITY.

The CONSULTANT will coordinate with the CITY prior to meeting with the permitting agencies to allow the CITY to send a representative to attend the meeting. The CITY will pay the required permit review fees for this project.

Deliverables:

- Pre-Application meeting minutes
- ERP permit exemption
- CSX agreement for adjacent pavement work
- Pinellas County ROW permit at Clearwater-Largo Road
- FDOT connection permit at Missouri Avenue

Task 6-Construction Phase Services

6.1 Pre-Construction Conference

CONSULTANT will attend the Pre-Construction Conference and address any questions. Construction schedule and phasing as well as private utility coordination will be discussed at the meeting.



6.2 Shop Drawing Review and Processing

CONSULTANT will review and approve the Contractor submitted shop drawings for the project. CONSULTANT will review the Contractor submitted shop drawings up to two (2) times each.

6.3 Response to Contractors RFIs

During construction the CONSULTANT will review and respond to up to ten (10) Contractor generated RFIs. Each response will be in writing and will be submitted to the CITY for transmittal to the Contractor.

6.4 Progress Meetings

The CONSULTANT will attend up to six (6) Construction Progress Meetings or site visits with the CITY and/or Contractor. CONSULTANT will provide technical input as required during the course of each Progress Meeting.

6.5 Substantial Completion Meeting

The CONSULTANT will conduct one (1) walk through meeting of the project with the CITY and Contractor at or near substantial completion. The CONSULTANT will develop a punch list of items that need to be completed or corrected prior to final payment for the project.

6.6 Final Completion Meeting

The CONSULTANT will conduct one (1) final completion meeting with the CITY and the Contractor.

6.7 Certifications

The CONSULTANT will prepare and deliver the final certification to the City and the regulatory authority with jurisdiction over the project. The Contractor will provide to the City the completed Record Drawings of the project in CAD and PDF formats.

Deliverables:

- Certification forms
- Completed record drawings from Contractor

III. GENERAL REQUIREMENTS

- a) CONSULTANT will use CITY standards and specifications and prepare additional technical specifications and proposal forms as required for proper construction of the project. The CITY will provide to the CONSULTANT the CITY standard specifications and details to be used for the project. In the absence of such information, CONSULTANT will use Florida Department of Transportation (FDOT) Design Standards and Specifications. Where constrained or limited conditions exist, the CONSULTANT may use the current American Association of State Highway and Transportation Officials' (AASHTO) "A



- Policy on Geometric Design of Highways and Streets” or the current Florida GreenBook.
- b) Supplemental services not included in this scope and that are determined to be necessary during progress under this work order will be detailed in writing, negotiated and authorized in writing by the City Manager, or City commission, as determined by the CITY, and may require task order modification prior to the performance of any supplemental services. CONSULTANT waives any claim for additional compensation for any supplemental services performed prior to or without authorization in writing by the City Manager or City Commission.

IV. ASSUMPTIONS

- a) Project does not include signalization plans for Missouri Avenue, 4th Street and Clearwater-Largo Road.
- b) Project does include the RRFBs for the mid-block crossings.
- c) Project will not modify existing curbing except for the directional lane modification.
- d) Project will not modify the existing frontage road between Ridge Road and 4th Street.
- e) Project does not include new landscape design.
- f) Record drawings to be prepared by the Contractor.
- g) CITY will conduct public noticing for the neighborhood meeting.
- h) CITY will provide full-time construction services.

V. PROJECT SCHEDULE

The services are anticipated to be completed and delivered according to the following schedule from Notice-to-Proceed unless it is modified by mutual agreement:

Design & Permitting Services	Estimated Schedule	Estimated Date
Notice to Proceed	0 calendar days	September 3, 2018
Preliminary Analysis and Summary Memo	100 calendar days	December 12, 2018
30% Plans	161 calendar days	February 11, 2019
60% Plans and Permit Application	200 calendar days	March 22, 2019
90% Plans	231 calendar days	April 22, 2019
Final Construction Documents	258 calendar days	May 19, 2019

VI. COMPENSATION

The not to exceed budget for this Task Order is \$344,631. Refer to the attached Exhibit B for a breakdown of the budget. CONSULTANT will be compensated on a lump sum basis per percent complete to be billed monthly.

END OF SCOPE

