

REIMBURSEMENT AGREEMENT
for
Laurel Road Design (Option C)

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF VENICE**, a municipal corporation of the State of Florida (“City”), and **WHITE HAT GROUP, LLC**, a Florida limited liability company, whose address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240 (“Developer”). This Agreement shall become fully effective and binding upon the parties upon the latest date of execution by both parties as set forth below (hereinafter, the “Effective Date”).

WHEREAS, Laurel Road is currently a two-lane road located within the city limits of the City of Venice, but the road right of way is owned by Sarasota County (the “County”); and

WHEREAS, the County and the City have entered into a Locally Funded Agreement pursuant to which the County is providing funds for the design of improvements to Laurel Road from the intersection at Knights Trail Road east to the intersection of Jacaranda Boulevard, including expansion of travel lanes from two to four, the addition of bike lanes, a median with turn lanes, street lighting, sidewalks, stormwater management and drainage, utilities enhancements and intersection enhancements (collectively referred to as the “Project”); and

WHEREAS, Developer has a vital interest in the Project as it or its affiliate is pursuing land development and homebuilding in the vicinity of the Project; and

WHEREAS, Developer and City desire to collaborate on a preliminary engineering study (identified as Option C) and cost associated with surveying, preliminary engineering, and administration for the Project (referred to herein as the “Project Road Design”); and

WHEREAS, the Project will serve the general public as part of an important element of the City’s transportation roadway network; and

WHEREAS, Developer is willing to coordinate the Project pursuant to this Agreement, and City is willing to fund the direct cost of the Project; and

WHEREAS, the Developer desires to enter into this Agreement with City for reimbursement of the actual costs incurred by Developer for the preliminary engineering study for the Project (“Project Costs”); and

WHEREAS the parties desire to memorialize their agreement in writing, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. That the above recitals are true and correct and are hereby incorporated herein.

2. Developer's Role. Developer shall coordinate the Project Road Design within rights of way owned by the County or those to be acquired consistent with the Project Road Design, including stormwater ponds and drainage conveyances as necessary to support the Project Road Design.

(a) The Developer shall complete the preliminary engineering study for the Project Road Design in accordance with the provisions of this Agreement and the agreement attached hereto as Exhibit A (collectively, the "Scope of Services"). No substantial deviations from the Scope of Services shall be incorporated into the Project Road Design without the prior written consent of the City. In the event a dispute arises as to whether there has been a substantial deviation from the Scope of Services provided hereunder, the Developer may, subject to the provision of written notice to the City, suspend work for a period of thirty (30) days during which the City and Developer shall attempt to resolve the dispute. If, at the end of such thirty-day period, the City and Developer have failed to resolve such dispute (or agreed to extend the period of suspension) this Agreement shall terminate, and City shall be responsible solely for the Project Costs reasonably incurred to the date of termination.

(b) The Developer may provide its services through contractors or subcontractors, provided that Developer shall be solely responsible for payment to such contractors or subcontractors; and shall have the sole right to terminate such contractors or subcontractors. Developer shall indemnify and hold the City harmless for any claims by contractors or subcontractors for payment for work performed for which the Developer has received payment from the City. The Developer shall, by appropriate agreement with each contractor, require each contractor to make payments to subcontractors and to indemnify and hold the City harmless in a similar manner.

(c) In addition to the representatives set forth in Section 12 hereof, the City hereby designates its City Engineer (the "City Representative") to act as a liaison with the Developer to facilitate the performance of this Agreement. The City Representative will perform other duties as specifically authorized herein.

3. The Project Road Design. Developer has retained an engineer of record, Stantec Consulting Services, Inc., which is acceptable to City, who shall complete the Scope of Services. The Project Road Design shall meet all applicable requirements of Florida law and shall otherwise

be in accordance with the provisions of the Locally Funded Agreement between the County and the City.

4. Permits and Design. The Scope of Services shall be pursued in a manner intended for future permitting and construction authorization. When appropriate and approved by the City, it is contemplated that Developer shall prepare, in the name of City and/or County, as appropriate, all application forms and permit materials necessary to obtain construction permits and authorizations from all governmental agencies exercising jurisdiction, including, but not limited to, County, the Southwest Florida Water Management District, the United States Army Corps of Engineers, and the Florida Department of Transportation (collectively hereinafter, the "Permits"), as are necessary to complete the Project Road Design.

5. City Reimbursement. The City reimbursement of the Project Costs shall be for the not-to-exceed amount of Three Hundred Ninety Eight Thousand Five Hundred and 00/100 Dollars (\$398,500.00), together with any such additional sums as may be approved by the City, in writing, from time to time. Prior to receiving reimbursement, the Developer will submit to the City Representative invoices for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all Project Costs funded by Developer for which reimbursement is requested, and (ii) include detailed invoices and documentation acceptable to the City, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Project Costs incurred and funded by Developer. Only those Project Costs incurred by the Developer after the Effective Date shall be eligible for reimbursement under this Agreement. The invoices shall include the percentage of the completed work performed and actual invoices all of which shall have been paid by Developer prior to submission to the City. The invoices shall include proof of payment to the contractors who provided the services.

6. No General Obligation. The obligations of the City set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the City, the State of Florida, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or to result in a pledge of or lien upon any revenues of the City. The obligation of the City to reimburse Developer hereunder is subject to the discretion of the City Council members to budget legally available funds in amounts sufficient to fund the Project Costs.

7. City's Remedies. Should Developer fail to promptly pursue and complete the Project Road Design as provided in this Agreement, subject to force majeure, then the City shall have the right to complete the Project Road Design.

8. Indemnity. Developer shall indemnify, save and hold harmless the City, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Developer, its consultants, contractors, officers, agents or employees,

in the performance of this Agreement. Neither Developer, nor its consultants, contractors, nor any of their officers, agents or employees, shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of the City, its officers, agents or employees.

9. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Sarasota County, Florida.

10. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

11. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Designation of Representatives; Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

<u>If to the City:</u>	<u>With a copy to:</u>
Edward F. Lavalley, City Manager	Kelly Fernandez, City Attorney Persson, Cohen & Mooney, P.A.
401 West Venice Avenue	236 Pedro Street
Venice, Florida 34285	Venice, Florida 34285

<u>If to Developer:</u>	<u>with a copy to:</u>
Patrick K. Neal	Edward Vogler II, Esq.

James R. Schier	Vogler Ashton, PLLC
5800 Lakewood Ranch Blvd.	705 10 th Avenue West, Unit 103
Sarasota, Florida 34240	Palmetto, Florida 34221

13. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of any lands owned by Developer or its affiliates. Nothing contained in this Agreement shall (i) create any development rights in favor of Developer or its affiliates; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the City pursuant to City Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the City's Comprehensive Plan and Land Development Code or Regulations, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

14. No Assignment. Developer shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of the City, which consent may be withheld in the City's solely exercised discretion.

15. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

16. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by act of God, hurricane, tornado, fire, earthquake, civil commotion, moratorium, unavailability of materials or labor, unanticipated site conditions, or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

17. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

18. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

19. Public Records. Pursuant to applicable Florida law, Developer's records associated with this agreement may be subject to Florida's public records laws, Florida

Statutes 119.01, et seq, as amended from time to time. To the extent applicable, Developer shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Agreement, as provided for in Section 119.0701, Florida Statutes.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

20. Modifications and Amendments; Waivers.

(a) This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the City Council of the City and by Developer.

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

(Signatures On Following Page)

(Signature page to Reimbursement Agreement)

WITNESS



Print Name: Susan A. McCartney



Print Name: Mark Roccoe

White Hat Group, LLC



By: _____

Print Name: JOHN NEAL

Its: MANAGER

Date: NOV 25, 2020

CITY OF VENICE

ATTEST:

By: _____
City Clerk

By: _____
Ron Feinsod, Mayor

Date: _____

Approved as to Form and Correctness:

By: _____
City Attorney

EXHIBIT “A”

[Stantec SCOPE]



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective November 25, 2020 (the "Agreement Date") by and between:

"Client"

Name: White Hat Group LLC
Address: 5824 Lakewood Ranch Blvd, Sarasota FL 34240
Phone: 941-328-1054
Representative: Tom Panaseny, VP Land Development Email: TPanaseny@neallandventures.com

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 6900 Professional Parkway East, Sarasota FL 34240
Phone: 941-907-6900
Representative: Michael A. Kennedy, PE Email: mike.kennedy@stantec.com

Project Name (the "Project"):

Preliminary Design Report and 30% Design of Laurel Road Option C (Knights Trail Road to Jacaranda Boulevard)

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. ~~Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.~~

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

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licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's

budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.


THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

White Hat Group LLC

Tom Panaseny
VP Land Development
Print Name and Title

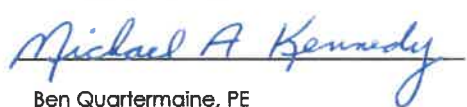
Signature

JOHN NEAL
MANAGER


Stantec Consulting Services Inc.

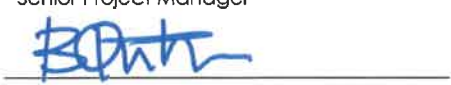
Michael A. Kennedy, PE
Executive Vice President, US
Print Name and Title

Signature



Ben Quartermaine, PE
Senior Project Manager

Signature





PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

White Hat Group LLC
(hereinafter called the "CLIENT")
- and -
Stantec Consulting Services Inc.
(hereinafter called "CONSULTANT")

EFFECTIVE: November 25, 2020

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

ATTACHMENT "A" – SCOPE OF SERVICES

PL ID: 770577

General

White Hat Group LLC ("CLIENT") desires to improve approximately 1.50 miles of existing Laurel Road from the intersection at Knights Trail Road east to the intersection of Jacaranda Boulevard ("PROJECT"). The CLIENT wishes to authorize Stantec Consulting Services Inc. ("CONSULTANT") to perform professional services, defined as a **Preliminary Design Report and 30% Design of Laurel Rd. Option C (Knights Trail Road to Jacaranda Blvd.)**. The improvements are generally anticipated to be the expansion of the number of travel lanes; addition of bike lanes, a median, sidewalks / multiuse recreational trail; stormwater management/drainage; utility corridor and intersection improvements.

CLIENT has requested that CONSULTANT conduct a Preliminary Engineering Study identifying: existing right-of-way along PROJECT; location of existing Florida Power and Light Company (FPL) infrastructure; location of Peace River Manasota Regional Supply Authority infrastructure; verification of existing topography; refinement of a divided / undivided, typical roadway cross section; and an estimate of fill needs based on the typical roadway cross section (see enclosed exhibit sheet 1 of 1).

Additionally, CONSULTANT will identify, classify, and assess ecological features within PROJECT. CONSULTANT will research data sources including (but not limited to) the Florida Natural Areas Inventory (FNAI), Florida Fish and Wildlife Conservation Commission (FWC) publications, and U.S. Fish and Wildlife Service (USFWS) and dispatch survey crews to further locate jurisdictional waters. CONSULTANT will integrate environmental features into preliminary plans. CONSULTANT will meet with governmental agencies to obtain specific guidelines and criteria for the evaluation and development of the PROJECT and prepare 30% design plans and a preliminary design technical report.

This scope of services consists of the following tasks:

Task 2.0 - Research and Data Collection

CONSULTANT will collect pertinent permit data, as-built information and other materials related to the project objectives from CLIENT and other available sources as described below. CONSULTANT will review and use the information as necessary for preliminary design.

- Existing permits and Development Orders.
- Existing survey data; including boundary, topographic, subsurface, wetland delineation, etc., along PROJECT.
- Existing easement information, easement agreements and related agreements along PROJECT.
- Previously permitted jurisdictional wetland information.
- Applicable regional stormwater models (current version).
- Ownership information, including full title reports, as available.
- Existing public utilities as available including existing lift station data, through public sources, including permitted plan sets and as-built information, as available.
- Existing private utilities as provided via request to private providers.
- Commitments for right-of-way and stormwater via adjacent developments.

Task 3.0 - Right-of-Way Alignment and Topographic Base Map for Design Concepts

CONSULTANT will perform research of the existing City and County mapping and private sector development platting along the PROJECT with the intent of integrating the mapping sources and survey data into one homogeneous data source delineating the alignment of Laurel Road. Survey field crews will be dispatched to accurately locate survey control related to the stationing and position of Laurel Road and platted housing tracts along the route. It is not the intention of this survey to resolve or survey the intersecting boundary lines of abutting owners along the route. However, parcels abutting the route will be graphically depicted using public domain GIS data resources.

CONSULTANT will obtain publicly available light detection and ranging (LiDAR) surface data along the route for the use of studying surface drainage patterns that impact the PROJECT. CONSULTANT will integrate the wetlands and jurisdictional waters coordinate data produced by our Environmental Scientists. The data will be integrated with the alignment of Laurel Road and a surface model will be generated using AutoCAD Civil 3D software applications. The CLIENT should understand that public domain LiDAR data may only be used for general studies and is not intended for use as a final design data source.

3.1 **Miscellaneous Topographic Survey, FPL Infrastructure, Drainage Features, and Sanitary Sewer (aboveground) Infrastructure**

CONSULTANT will dispatch survey crews to further locate FPL infrastructure, existing lift station and aboveground sanitary sewer data. Survey crews will locate drainage control structures along the PROJECT for the purpose of identifying flowage directions and crossings along the right-of-way of Laurel Road. The invert elevations of drainage pipes, catch basins, weirs, or other control structures will be measured and integrated into a base mapping product. It is not the intention of these survey efforts to measure drainage channels, prepare detail exhibits of structures, or determine volume capacities but to identify areas that may require detailed studies during the final design phase at a later juncture of the project.

Deliverables:

The topographic data will be processed in AutoCAD and provided to engineering and CLIENT for evaluation and conceptual design.

1. Existing Right-of-Way Survey
2. Expected Right-of-Way Donation Map; including pond siting options for typical cross section

Task 4.0 – Subsurface Utility Investigation**4A - Peace River Infrastructure**

4A.1 **Investigation/Designation**

Within those areas designated during the design process, CONSULTANT will perform an investigation to discover and designate subsurface Peace River infrastructure. The designation effort will be performed with a combination of ground penetrating radar (GPR) and EM (electromagnetic signal induction) toning. CONSULTANT will provide estimated depths on utilities where possible. All evidence of subsurface Peace River infrastructure will be marked for subsequent survey by CONSULTANT.

4A.2 **Specific Purpose Survey (Designated Utilities)**

CONSULTANT will prepare a specific-purpose survey of project area to map Peace River utilities designated through Investigation/Designation.

4A.3 **Vacuum Excavation**

CONSULTANT will coordinate with Sunshine State One Call of Florida, Inc. (SSOCF), to file an excavation ticket for the subject areas prior to performing excavations, and all information provided by SSOCF will be provided to the Project Engineer for reference. Based upon the Project Civil Engineer's assessment of the locations of designated utilities in relation to the project design requirements, the Project Civil Engineer will provide direction as to the locations at which vacuum excavation will be required.

4A.4 **Specific-Purpose Survey Update (Vacuum Excavation)**

CONSULTANT will update the specific-purpose survey previously prepared under this task. This update will serve to document the locations and elevations of Peace River utilities excavated.

Deliverables:

1. A field markup of designated Peace River utilities and the markings upon the ground reflecting designated utilities.
2. A map of survey depicting the surveyed horizontal locations of all Peace River utility lines designated.

3. Field markings of each excavation together with a horizontal and vertical reference point for each excavation; excavation data sheets noting the utility type, size, material, and direction together with a measured depth from the top of utility to the established reference point; and photographs at each excavation.
4. A map of survey depicting the surveyed vertical and horizontal locations of Peace River utility lines disclosed.

Task 4B – Subsurface Utility Investigation; Public / Private Utilities**4B.1 Investigation/Designation**

Within those areas designated during the design process, CONSULTANT will perform an investigation to discover and designate subsurface public and private utilities. The designation effort will be performed with a combination of ground penetrating radar (GPR) and EM (electromagnetic signal induction) toning. CONSULTANT will provide estimated depths on utilities where possible. All evidence of subsurface utilities and Peace River infrastructure will be marked for subsequent survey by CONSULTANT.

4B.2 Specific-Purpose Survey (Designated Utilities)

CONSULTANT will prepare a specific-purpose survey of project area to map utilities designated through Investigation/Designation.

4B.3 Vacuum Excavation

CONSULTANT will coordinate with Sunshine State One Call of Florida, Inc. (SSOCF), to file an excavation ticket for the subject areas prior to performing excavations and all information provided by SSOCF will be provided to the Project Engineer for reference. Based upon the Project Civil Engineer's assessment of the locations of designated utilities in relation to the project design requirements, the Project Civil Engineer will provide direction as to the locations at which vacuum excavation will be required.

4B.4 Specific-Purpose Survey Update (Vacuum Excavation)

CONSULTANT will update the specific-purpose survey previously prepared under this task. This update will serve to document the locations and elevations of utilities excavated.

Deliverables:

1. A field markup of designated utilities and the markings upon the ground reflecting designated utilities.
2. A map of survey depicting the surveyed horizontal locations of all utility lines designated.
3. Field markings of each excavation together with a horizontal and vertical reference point for each excavation; excavation data sheets noting the utility type, size, material, and direction together with a measured depth from the top of utility to the established reference point; and photographs at each excavation.
4. A map of survey depicting the surveyed vertical and horizontal locations of utility lines disclosed.

Task 5.0 – Geotechnical Services

Stantec will contract with an independent consultant, who will perform the following services, required for design through construction plan stage:

1. Perform up to 8 borings at 1000-foot intervals staggered left and right of the centerline, in accordance with the FDOT Soils and Foundation Handbook. The borings will generally extend to depths of 15 feet and will be performed as a Standard Penetration Test (SPT) boring with continuous sample.
2. Perform up to ten Standard Penetration Test (SPT) borings to a nominal depth of 20 feet within the proposed pond areas in general accordance with ASTM D-1586 (Standard Test Method for Penetration Test and Split Barrel Sampling of Soils); two borings will be performed within each pond location (total 5 ponds).
3. Perform four Standard Penetration Test (SPT) borings to a nominal depth of 25 feet for proposed mast arms, at the intersection of Laurel Rd and Jacaranda Blvd., in general accordance with ASTM D-1586 (Standard Test Method for Penetration Test and Split Barrel Sampling of Soils). This service anticipates a signalized intersection – the PDR may propose alternative intersection improvements.

Deliverables:

1. Geotechnical Report signed/sealed by an Engineer Licensed in Florida

Task 6.0 – Environmental Services

CONSULTANT will identify, classify, and assess ecological features within (and adjacent to) the Laurel Road right-of-way. This study will assess existing as well as proposed conditions for the proposed roadway alignment using methods and standards acceptable to the governing municipal standards as well as those required by the Florida Department of Transportation's (FDOT) Project Development and Environment (PDE) guidelines. The final Preliminary Design Report (PDR) will be comprised of stand-alone technical documents including a Wetlands Evaluation Report (WER) and an Endangered Species Biological Assessment (ESBA). Specific tasks to be undertaken by CONSULTANT are detailed below.

Wetland Evaluation Report (WER)

As an integral component of the Preliminary Design Report, the WER will include the quantitative and qualitative assessment of existing wetland functional values as well as potential impacts to those functional values within the proposed alignment of Laurel Road. The following tasks are included as part of the WER:

Wetland Delineation:

Prior to potential alignment selection, CONSULTANT will delineate wetland and surface water jurisdictional limits within the study area pursuant to State of Florida, Chapter 62-345, Florida Administrative Code (FAC) and Corps of Engineers Wetlands Delineation Manual (USACE; 1987) criteria. These limits will be based on preliminary aerial delineations followed by on-site ground-truthing to confirm and/or adjust the limits as necessary using sub-meter accuracy GPS equipment.

Wetland Classification and Characterization:

The location, boundaries, and classifications (based on the Florida Land Use, Cover and Forms Classification System; FDOT; 1999) of wetlands within the study area will be displayed on a GIS exhibit(s) prepared by CONSULTANT using the latest available aerial imagery. The characterization of each wetland will include qualitative baseline conditions such as: size, potential hydrologic connections to other surface water systems, preliminary USACE jurisdictional determinations, vegetative structural diversity (vertical and horizontal), edge relationships (landscape position), observed wildlife habitat value, hydrologic functions (apparent water quality, water detention, groundwater, etc.), public use, and integrity (degree of disturbance). CONSULTANT will utilize all practical means for documenting the extent of functional impacts to the delineated wetland habitats (including review of historic aerial photos) to establish the most favorable negotiating position in future permitting exercises with regulatory agencies.

Wetland Impact Justification and Mitigation:

A wetland impact avoidance and minimization discussion of the various alternatives will be included within the WER. Appropriate tables and graphic exhibits will be included for comparing wetland impacts anticipated with each routing alternative. Unavoidable impacts anticipated for each conceptual route will be explained and quantified along with a discussion of on-site and off-site mitigation options.

Endangered Species Biological Assessment (ESBA)

CONSULTANT will research data sources including (but not limited to) the Florida Natural Areas Inventory (FNAI), Florida Fish and Wildlife Conservation Commission (FWC) publications, and U.S. Fish and Wildlife Service (USFWS) publications to document the occurrence or location of listed species within the general Laurel Road study area.

CONSULTANT will conduct preliminary field surveys to document the presence of listed wading birds, gopher tortoises (*Gopherus polyphemus*), eastern indigo snakes (*Drymarchon corais couperi*), and their respective habitats within the alternative route alignments. The gopher tortoise survey will estimate the distribution and density of tortoises based on the number and condition of burrows observed.

CONSULTANT will prepare an ESBA report summarizing the results of the preliminary listed wildlife surveys and assessments. The report will include any observations of listed wildlife on or immediately adjacent to the study area and provide our opinions regarding potential regulatory exposure or constraints regarding the species involved. CONSULTANT will prepare an exhibit indicating potential habitats, as well as documented sightings/indicators of listed species which occur within any of the alternative (conceptual) routes. Wildlife and habitat impacts that may be expected to occur with the various alternatives presented will be discussed and indicated within an appropriate exhibit(s). The narrative will include the significance of the impacts, as applicable.

Deliverables:

1. Wetland Evaluation Report (5 copies)
2. Endangered Species Biological Assessment (5 copies)

Task 7.0 – Jurisdictional Wetlands

CONSULTANT will dispatch survey crews to further locate jurisdictional waters, flagging in areas where GPS coordinates are determined to be not accurate enough. Survey crews will also locate build-upon existing survey data along PROJECT to survey existing ditch cross sections and topography within the 160-foot right-of-way, as well as topography and drainage features 20 feet outside of the PROJECT to understand the drainage capacity within the existing drainage systems within and immediately adjacent (within 20 feet) to the PROJECT.

Deliverables:

1. Jurisdictional Wetland Survey

Task 8.0 – Horizontal Roadway Alignment and Roadway Cross Section ImplementationRoadway Alignment

Services shall consist of reviewing and evaluating the data collected in other tasks within this proposal and making recommendations that will be detailed in a final technical memorandum and graphics. The report will provide a determination of right-of-way availability within PROJECT. Using the data collected in previous tasks, CONSULTANT will develop the undivided / divided cross section option along the PROJECT. The cross section will consider, among other things, the location of the existing FPL and Peace River infrastructure and potential right-of-way constraints just east of Knights Trail Road.

CONSULTANT will prepare a technical memorandum that details the benefits and restrictions of the roadway layout. Additionally, CONSULTANT will prepare an estimate of fill needs based on divided / undivided, typical cross section along the PROJECT.

Deliverables:

1. Technical Memorandum detailing horizontal roadway alignment within PROJECT.
2. Graphic detailing divided / undivided cross section along PROJECT.
3. Estimation of fill requirements for two cross section options along PROJECT.

Task 9.0 - Agency Coordination and Meetings

CONSULTANT will meet with the governmental agencies identified below to obtain specific guidelines and criteria for the evaluation and development of the project. These meetings are to be coordinated with CLIENT staff and will include the following agencies:

Florida Power and Light Company (FPL)

CONSULTANT will meet with representatives from FPL to review the location of FPL infrastructure along the PROJECT. Meeting to include documentation of all available existing easements, rights, and responsibilities of FPL along PROJECT.

Peace River Manasota Regional Supply Authority (Peace River)

CONSULTANT will meet with representatives from Peace River to assist in determining as-built location of Peace River infrastructure along the PROJECT. Meeting to include documentation of all available existing easements, rights, and responsibilities of Peace River along PROJECT.

Southwest Florida Water Management District (SWFWMD)

CONSULTANT will meet with SWFWMD staff in Sarasota, along with Client's Environmental Consultant, to discuss guidelines for development of the project and the criteria for permitting within the Environmental Resource Permit (ERP) application process.

City of Venice (Building Department; Engineering; Utilities)

CONSULTANT will meet with City of Venice staff to coordinate needs and identify constraints along the PROJECT.

City of Venice (Fire Department)

CONSULTANT will meet with City of Venice staff to coordinate needs and identify constraints adjacent to existing Fire Department along the PROJECT.

Sarasota County (Public Works; Utilities)

CONSULTANT will meet with Sarasota County staff to coordinate needs and identify constraints along the PROJECT.

United States Army Corp of Engineers

CONSULTANT will meet with USACE staff in Tampa, along with Client's Environmental Consultant, to discuss permitting guidelines.

Task 10.0 - Preliminary Design ReportRoadway

Services shall consist of reviewing and evaluating the data collected in previous work assignments and making recommendations that will be detailed in a final report and graphic. The report will address the following:

Roadway Design Requirements

- Geometric design criteria.
 - Access Management
 - Major intersection design (Jacaranda Boulevard).

- Through Lane Accommodations.
- Taper distance requirements east of Jacaranda.
- Right-of-way constraints west of Knights Trail Road.
- Verification of roadway cross section.
- Lane Width (through lanes and auxiliary lanes).
- Multiuse Recreational Trail (MURT) Accommodations.
- Design Speed/Posted Speed.
- Provide horizontal and vertical alignment within PROJECT
 - Provided with cross section that was chosen as part of previous work effort.
- Prepare geometric design criteria report.
- Client's Environmental Consultant to evaluate existing ecological features and potential impacts within the roadway PROJECT
 - Estimate impacts (by others).
 - Outline permitting paths (by others).
- Identify conceptual stormwater management system(s) along PROJECT with consideration of commitments made by adjacent developments
 - Identify existing drainage patterns including drainage crossings and conveyance within the right-of-way.
 - Estimate the size and location of needed stormwater ponds and outfalls (pond siting).
 - Drainage structure roadway crossing alternatives.
 - Identify right-of-way and easement acquisition needs for the stormwater management system(s).
 - Identify flood plains within PROJECT
 - Estimate impacts.
- Lighting Requirements.
- Identify major intersection improvements at Jacaranda Boulevard and provide preliminary intersection improvements considering required taper from 4-lane to 2-lane roadway.
- Identify existing public and private utilities along PROJECT and identify those that may conflict with future design options.
- Prepare a preliminary construction cost opinion for the roadway segment described above.
- Prepare a set of Preliminary Roadway Plans to be included in the report.
- Prepare an estimated cost of right-of-way acquisition.
- Prepare a preliminary cost of final design fees.
- Prepare a preliminary project schedule.

Deliverables:

Preliminary Design Report

Task 11.0 - Miscellaneous Sketch and Descriptions

CONSULTANT will prepare and provide sketch and descriptions of property as requested by the CLIENT as necessary for easement acquisition and/or property transfer. Up to ten (10) sketch and descriptions will be prepared in this task.

Deliverables:

Ten survey sketch and descriptions (signed/sealed by Surveyor Registered in Florida)

Task 12.0 – Roadway 30% Plan Set

CONSULTANT will prepare a 30% set of construction plans based on the results of the Preliminary Design Report and associated tasks above. An Engineer's Opinion of Probable Cost (EOPC) and schedule will be provided with the 30% phase submittal. Plans will be plotted to 11"x17" sheets and prepared in accordance with the following standards:

- Sarasota County – Unified Development Code.
- The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida, latest edition.
- The FDOT Standards Specifications for Road and Bridge Construction, latest edition.
- The FDOT Roadway and Traffic Design Standards, latest edition.
- The FDOT Intersection Design Guide, latest edition.

Anticipated plan sheets at the 30% plan submittal stage:

Table 12.0

PLAN SHEETS	# Sheet (original)	30%
Cover Sheet	1	P
Drainage Map (1" = 200')	3	P
Typical Section	1	P
General Notes/Key Map	1	P
Project Layout (1" = 600')	1	P
Mainline Roadway Plan-Profile (1" = 40')	15	P
Intersection Details (Jacaranda taper)	3	P
TOTAL	25	

P – Preliminary

Deliverables:

1. Preliminary (30%) Roadway Plans; plotted to 11x17
2. Preliminary Engineer's Opinion of Probable Costs

Task 13.0 – Phase 1 Environmental Site Assessment

STANTEC will perform tasks per standards outlined in ASTM E1527-13 at up to five potential pond locations. The analysis will include:

- Performance of an on-site visit to view present conditions (chemical spill residue, die-back of vegetation, etc.); hazardous substances or petroleum products usage (presence of above ground or underground storage tanks, storage of acids, etc.); and evaluate any likely environmentally hazardous site history.
- Evaluation of risks of neighboring properties upon the subject property
- Interview of persons knowledgeable regarding the property history (past owners, present owner, key site manager, present tenants, neighbors).
- Examine municipal or county planning files to check prior land usage and permits granted
- Conduct file searches with public agencies (FDEP, SWFWMD, EPA, Sarasota County and Health Department) having oversight relative to water quality and soil contamination issues.
- Examine historical aerial photography of the vicinity.
- Examine current USGS maps to scrutinize drainage patterns and topography.

Deliverables:

1. Preliminary Phase 1 audit at five pond locations

Task 13.0 – Project Expenses

Expenses and labor costs for copying and transmittal of electronic files, blueprinting, reproduction services, color graphics, local deliveries, and overnight express delivery services shall be payable under this task.

ASSUMPTIONS OF THE PROPOSAL

1. The project study area will be limited to the current and future right-of-way and existing alignment of Laurel Road and the adjacent lands. No alternative alignments other than the alignment proposed within the existing PROJECT will be considered.
2. CONSULTANT will be afforded access to all portions of the study area prior to the initiation of any fieldwork.
3. Agency verification of wetland delineations will be coordinated by Client's Environmental Consultant and may not be necessary for this preliminary analysis.

The following items are not included in this Scope of Services:

- Final Design and Permitting.
- Final Stormwater Design.
- Traffic/Transportation Network Analysis.
- Hazardous Waste Studies.
- Utility Design.

- Topographic or Boundary Surveys.
- Irrigation and Landscaping.
- Sampling for water quality, benthos, sediment, flora, or fauna.
- Regulatory permitting with SWFWMD, USACE, FWCC, or USFWS regarding wetlands or wildlife listed as endangered, threatened, or species of special concern.
- Scientific nesting survey for the Florida Scrub Jay.
- The determination of water levels (groundwater or surface water) within PROJECT.
- Air Quality Study.
- Traffic Noise Study.
- Sociocultural effects evaluation.
- School or park impacts study.
- Farmland impacts study.
- Contamination evaluation (other than specifically detailed above).
- Soil sampling.
- Groundwater sampling.
- Complete Phase One Report (other than tasks listed above).
- Archaeological and Historic Resources Evaluation.

SCHEDULE

Task	Service	Duration
2.0	Research and Data Collection	1 Month
3.0 4A.0 4B.0 5.0	Right-of-Way Alignment / Topographic Base Map Subsurface Utility Investigation – Peace River Subsurface Utility Investigation – Public / Private Utilities Geotechnical Services	2 Months
6.0 7.0	Environmental Services Jurisdictional Wetlands	1 Month
8.0 9.0	Horizontal Roadway Alignment / Cross Section Agency Coordination and Meetings	2 Months
10.0	Preliminary Design Report	1-2 Months
11.0	Miscellaneous Sketch and Descriptions	1 Month
12.0	Roadway 30% Plan Set	2-3 Months
13.0	Phase 1: Environmental Audit	1 Month
Total		11 – 13 Months

Appendix: Typical Future Laurel Road Design Section

CONTRACT TIME: Commencement Date: Upon receipt of fully executed Professional Services Agreement

 Estimated Completion Date: 10-12 months from Commencement Date

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

FEES

Task	Service	Fee Type	Fee Amount
2.0	Research and Data Collection	Fixed	\$ 17,000
3.0	Right-of-Way Alignment and Topographic Base Map	T/M*	(est.) \$ 35,000
4A.0	Subsurface Utility Investigation – Peace River	T/M*	(est.) \$ 20,000
4B.0	Subsurface Utility Investigation – Public / Private Utilities	T/M*	(est.) \$ 40,000
5.0	Geotechnical Services	T/M*	(est.) \$ 18,000
6.0	Environmental Services	Fixed	\$ 21,500
7.0	Jurisdictional Wetlands	T/M*	(est.) \$ 15,000
8.0	Horizontal Roadway Alignment / Cross Section	Fixed	\$ 18,000
9.0	Agency Coordination and Meetings	T/M*	(est.) \$ 10,000
10.0	Preliminary Design Report	Fixed	\$ 79,000
11.0	Miscellaneous Sketch and Descriptions	T/M*	(est.) \$ 15,000
12.0	Roadway 30% Plan Set	Fixed	\$ 98,000
13.0	Phase 1 – Environmental Site Assessment	T/M*	(est.) \$ 10,000
14.0	Project Expenses	T/M*	\$ 2,000
Total NOT TO EXCEED			\$ 398,500

- * Time and Material (T/M) estimates are based upon experience, but the actual fee may be more or less due to factors outside of CONSULTANT's control. Fees are not to be exceeded without prior consent from the CLIENT.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



SCHEDULE OF FEES

Effective November 1, 2020

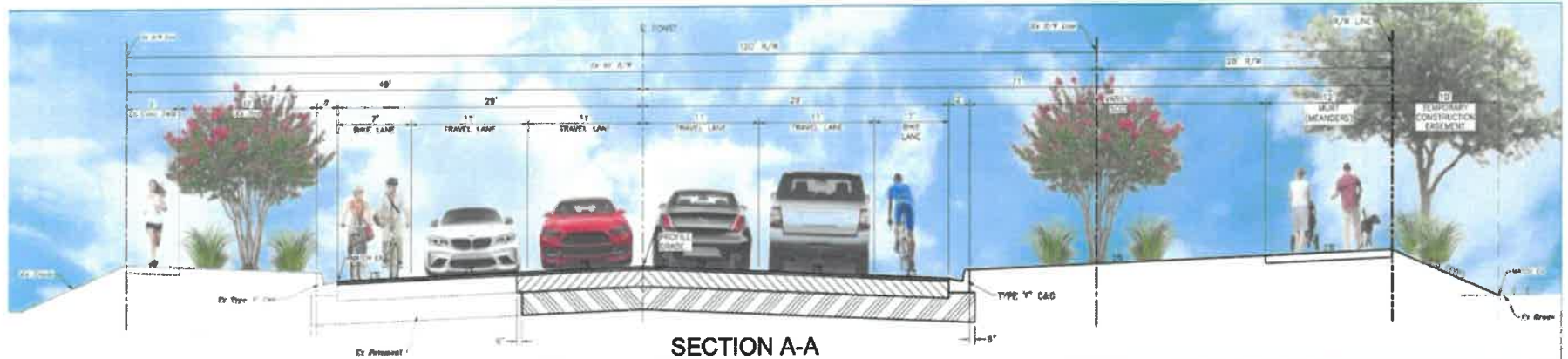
<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 101.00
Level 4	\$ 112.00
Level 5	\$ 127.00
Level 6	\$ 131.00
Level 7	\$ 138.00
Level 8	\$ 148.00
Level 9	\$ 153.00
Level 10	\$ 158.00
Level 11	\$ 172.00
Level 12	\$ 181.00
Level 13	\$ 190.00
Level 14	\$ 200.00
Level 15	\$ 212.00
Level 16	\$ 234.00
Level 17	\$ 241.00
Level 18	\$ 246.00
Level 19	\$ 256.00
Level 20	\$ 265.00
Level 21	\$ 282.00
1 Person Field Crew	\$ 95.00
2 Person Field Crew	\$ 135.00
3 Person Field Crew	\$ 155.00
4 Person Field Crew	\$ 175.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.



LAUREL ROAD EXPANSION

OPTION C





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