

This Agreement is made and entered into effective August 23, 2021 (the "Agreement Date") by and between:

"Client"

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

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 6920 Professional Parkway, Sarasota, Florida 34240
Phone: 941-907-6900
Representative: Ben Quartermaine, PE Email: ben.quartermaine@stantec.com
Micheal A. Kenedy, PE Mike.kennedy@stantec.com

Project Name (the "Project"):

Deisgn Phase II - Laurel Road from 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, 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.

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

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
Vice President of Land Development

Print Name and Title

Signature _____

Signature _____

Stantec Consulting Services Inc.

Michael A. Kennedy, PE
Executive Vice President, US

Print Name and Title

Signature _____

Ben Quartermaine, PE
Senior Project Manager

Print Name and Title

Signature _____

Attached to and forming part of the Agreement BETWEEN:

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

EFFECTIVE: August 23, 2021

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:

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. ("STANTEC") to perform professional services. The improvements are generally considered to be the expansion of the number of travel lanes (Option C); addition of bike lanes, a median, sidewalks / multiuse recreational trail; stormwater management/drainage; utility corridor and intersection improvements.

STANTEC has previously completed a Preliminary Design Report and 30% Design of Laurel Road Option C for the PROJECT ("PHASE I"). PHASE I also included STANTEC meetings with applicable governmental agencies to obtain specific guidelines and criteria for the evaluation and development of the PROJECT.

PHASE I deliverables were reviewed by City of Venice, Sarasota County, Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD) and Peace River Manasota Regional Supply Authority (PRMSA). The PHASE I Option C alignment was also reviewed by private utilities and private development adjacent to PROJECT.

STANTEC will integrate direction provided by said agencies/ owners to prepare: **60% Permit Design Plans and complete Permit Packages; 90% Bid Phase Design Plans and associated Bid Documents; and 100% Construction Phase Design Plans (PHASE II).**

This scope of services (PHASE II) consists of the following tasks:

Task 1.0 – Environmental/ Physical Constraints

STANTEC will identify, classify, and assess ecological features within (and adjacent to) the Laurel Road corridor and its appurtenances (i.e., stormwater ponds, canals, off-site improvements). PHASE I of the design included the preparation of a Wetland Evaluation Report (WER), a Jurisdictional Wetland Survey and an Endangered Species Biological Assessment (ESBA). The following tasks will build from the work provided in PHASE I.

1.1 Environmental Constraints

STANTEC will modify the ESBA PHASE I included an Endangered Species Biological Assessments; however, the Florida Bonneted Bat was not considered in PHASE I. STANTEC will conduct acoustic field survey to document the presence of the Florida Bonneted Bat.

1.2 Stormwater Design

STANTEC will utilize the Lemon Bay and Dona/ Roberts Bayshed Models to develop a revised existing conditions model (RECM) in ICPR v3 provided by the Sarasota County Stormwater Division. The RECM will be submitted to Municipalities and SWFWMD during 60% Plan development. Additionally, STANTEC will complete design of a proposed condition model (PCM). The PCM will require the continued coordination with private development plans adjacent to PROJECT to ensure understanding of shared use ponds and development of sketch/ descriptions of public flowage easements. The RECM input and output data will be reviewed and approved for use by the Sarasota County Stormwater Division.

The RECM and PCM may be submitted concurrently, depending on the status of the modeling relative to schedule.

1.3 Traffic Analysis

STANTEC will review pertinent information provided by Sarasota County as it relates to the improvements required at the Laurel Road/ Jacaranda Boulevard intersection. AM and PM peak-period turning movement counts will be collected at the four intersections to establish the existing conditions.

STANTEC will evaluate the current level of congestion at the intersection. The level-of-service (LOS) analyses will include AM and PM weekday peak-hour conditions during peak season. STANTEC will then evaluate future levels of congestion at the four intersections. Opening-year 2020 forecasts will use 5-year historical growth rates and the year 2040 forecast will use the traffic assignments from the District 1 Regional Planning Model and the MPO's Cost Feasible Plan improvements. Estimates and models will incorporate anticipated development along corridor based on typical approved densities.

STANTEC has reviewed the type of intersection controls needed at the Laurel Road/ Jacaranda Boulevard Intersection. It has been determined that the intersection will be designed as a standard, signalized intersection. The findings of the analysis will be summarized in a technical memorandum stating the appropriate design details for the signalized intersection treatment. Based on the preferred treatment, AM and PM weekday peak-hour conditions will be analyzed for the future-year (2020 opening year and 2040 design year). This includes a determination of the required deceleration and storage length required for the turn lanes, LOS, and volume-to-capacity (v/c) ratios at the intersection. This will be accomplished using the Synchro Software and Highway Capacity Software (HCS).

1.4.1 City and County Coordination

Upon submittal of the documents to Sarasota County, further documentation, or clarification of the analyses to complete their review may be required. STANTEC will meet with City and County, if necessary, to discuss the comments and provide the appropriate supporting documentation. Up to two (2) meetings with City and County staff are assumed in this task.

Task 1.0 – Deliverables:

1. Modified Endangered Species Biological Assessment with Bonneted Bat Survey Results
2. Electronic Revised Existing Conditions Stormwater Model ICPR v3
3. Electronic Revised Existing Conditions Stormwater Model GIS Database
4. Traffic Analysis

Task 2.0 – Geotechnical Survey

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

- Perform up to 81 borings at 100-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 5 feet. However, a boring every 500 feet will extend to a depth of 15 feet and will be performed as a Standard Penetration Test (SPT) boring with continuous sample. Up to seven additional 5-foot borings may be requested for potential turn lanes.
- Perform up to eight LBR samples along the roadway in order to provide design subgrade modulus; borings to 15 feet; performed as a Standard Penetration Test (SPT) boring with continuous sample.

Task 2.0 – Deliverables:

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

Task 3.0 – Easement Preparation

3.1 Temporary Construction Easements / Right of Way Mapping

STANTEC completed a right-of-way survey of the PROJECT during PHASE I; including the research of existing mapping, private sector development platting and title work to establish the PROJECT right of way linework. However, additional title work may be required at the fire station at southeast quadrant of Laurel/ Jacaranda intersection. The additional title work may be required to complete potential temporary construction easements adjacent to said parcel.

3.2 Sketch & Descriptions of Easements – Temporary Construction Easements

Sketch & Descriptions (12 total) will be prepared during the design process, as needed, for temporary construction easement (TCE's) areas throughout the corridor. The design will be completed to minimize the need for TCE's; however, there may be locations where TCE's are inevitable. These will be done as exhibits to legal documents for recording of the easements. STANTEC anticipates twelve (12) signed and sealed prints of each TCE to be provided to the CLIENT.

3.3 Sketch & Descriptions of Easements – Flowage Easements

Sketch & Descriptions (5 total) will be prepared during the design process, as needed, for easement areas through existing/ proposed stormwater systems; anticipated to be 'Public Flowage Easements'. The Public Flowage Easements will be shown as linework through ponds and associated stormwater infrastructure. These will be done as exhibits to legal documents for recording of the easements. STANTEC anticipates five signed and sealed prints of each flowage easement to be provided to the CLIENT.

Task 3.0 – Deliverables:

1. Sketch and Descriptions (12 total) of Temporary Construction Easements signed/sealed by Professional Surveyor Licensed in Florida
2. Sketch and Descriptions (5 total) of Public Flowage Easements signed/sealed by Professional Surveyor Licensed in Florida

Task 4.0 – Public Involvement

STANTEC will actively support the City and County in conducting two public meetings, which may be conducted during weekends or after normal working hours. It is anticipated that the agenda/ requirements for public meetings will follow criteria as defined by the County; STANTEC will coordinate County criteria with City of Venice to ensure any City requirements are included in agenda; where conflicting criteria exists, County criteria will be used as the owner or roadway. STANTEC will support the County in preparation, scheduling, attendance, note-taking, documentation, and follow-up services for each meeting. Additionally, STANTEC will attend and provide a presentation to the Venice City Commission and the Sarasota County Board of County Commissioners.

STANTEC will assist the City and County when facilitating the public information meeting/workshop to present the project and obtain comments related to the project. STANTEC will attend the meetings with a suitable number of personnel with appropriate technical expertise to assist the City and County in such meetings. STANTEC will provide graphics, as necessary; City and/ or County staff will provide staff for logistics, including advertising, invitation list, reserving meeting space, etc.

Task 4.0 – Deliverables:

1. Two (2) Alternative Public Information Meeting(s) and
2. Four (4) Community/Stakeholder Forum(s)

Task 5.0 – Design and Preparation of Construction Plans

STANTEC will prepare site and development/construction plans as one concurrent set of drawings for the following phases of design:

- 60% Permit Design Plans
- 90% Bid Phase Design Plans
- 100% Construction Phase Design Plans

Construction plans will include paving and grading, drainage system, utilities, intersection improvements (including signal plans at Lorraine Road/Laurel Road intersection), CCTV and traffic count equipment, pavement markings, landscaping, electrical, street lighting, ROW plans, and parcel descriptions. Design of the drainage system will include the roadway internal piping system, the bypass swale systems, and new stormwater ponds. Temporary Traffic Control Plans will consist of FDOT standard indices, phasing plans and sections with general notes and details. One hundred and ninety-three (192) plan sheets are anticipated for the Roadway component set (not including intersection improvement plans), with an additional nineteen (19) for the Utilities set. Plans will be reviewed by the City of Venice, Sarasota County, Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection and Peace River Manasota Regional Supply Authority (PRMRSA). An updated schedule will be provided with each submittal. Plans will be prepared in accordance with the following standards:

- City of Venice Land Development Code
- Sarasota County Unified Development Code
- Florida Department of Transportation (FDOT) 2020 Design Manual (FDM)
- FDOT FY 2020-21 Standard Plans
- FDOT Intersection Design Guide, latest edition
- The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, State of Florida, latest edition – 'Florida Greenbook'
- Southwest Florida Water Management District (Florida Administrative Code 62-330)
- Florida Department of Environmental Protection

Anticipated plan sheets and submittal stages:

Table 5

PLAN SHEETS	# SHEET (original)	PROJECT (PHASE II)		
		60%	90%	100%
Cover Sheet	1	C	C	F
Plan Set Legend (Key Sheet)	1	P	C	F
Demolition Plan (Selective Clearing and Grubbing)	1	P	C	F
Drainage Map (1" = 200')	3	P	C	F
Typical Sections	2	C	C	F
General Notes	1	P	C	F
Project Layout (1" = 600')	1	C	C	F
Project Control Sheet	1	C	C	F
Mainline Roadway Plan-Profile (1" = 40')	13	P	C	F
Right of Way Needs Mapping	2	C	C	F
Mainline X-Sections (50' spacing)	81	P	C	F
Pond Plan and Details (1" = XX')	5	P	C	F
Drainage Structure Details	13	P	C	F
Driveway Profiles / Intersection Details	13	P	C	F
Full signal plans, with emergency components	15	P	C	F
Intelligent Transportation System (ITS) Plans	5	P	C	F
Master Utility Plan (1" = 200')	3	P	C	F
Utility Adjustment Plan and Profile (1" = 40')	13	P	C	F
Utilities Details	3	P	C	F
Miscellaneous Details	1	P	C	F
Signing and Marking Plans (1" = 40')	13	P	C	F
Tree Disposition Plan	1	P	C	F
Traffic Control Plans/MOT	8	P	C	F
Best Management Plan	8	P	C	F
Landscape Plan	8	P	C	F
Street Lighting Plans with electrical	13	P	C	F
TOTAL	227			
P – Preliminary		C – Complete		F – Final

Task 5.0 – Deliverables:

1. 60% Permit Design Plans (based on requirements of Table 5)⁽¹⁾
2. 90% Bid Phase Design Plans (based on requirements of Table 5)⁽¹⁾
3. 100% Construction Phase (post-bid) Design Plans (based on requirements of Table 5)⁽¹⁾
4. Updated Schedule

(1) Plan sets signed by Professional Engineer in Florida, when required by statute or regulation

Task 6.0 – Utility Plan/Permit Preparation

Construction Plans (one plan set)

STANTEC will prepare Utility Design Plans based on the sub-surface utility survey and agency coordination completed during PHASE I, STANTEC will design the potable water, sanitary sewer, and reclaimed water mains as part of the construction plans and details provided under Task XX above. The plans will be designed based on the County Utility Manual. STANTEC will coordinate with City staff to ensure that any City requirements are considered as well. Where conflicting design criteria exists, STANTEC will use most restrictive requirements – so long as the more restrictive requirements are approved by County. County criteria will be used as the owner or roadway. The plans will be submitted to City of Venice, Sarasota County and FDEP for construction approval. The plans will also be provided to PRMRSA to ensure knowledge of project adjacent to their infrastructure. The plans will include utility plan and profile sheets and will include new proposed potable water, sanitary sewer and/ or reclaimed water mains, as necessary, to address existing potable water conflicts, sanitary sewer conflicts, and reclaimed water facilities conflicts with proposed stormwater facilities or utilities.

Task 6.0 – Deliverables:

1. Complete Utility Plan Set based on Table 5 above at 60% Permit Phase, 90% Bid Phase and 100% Construction Phase.⁽¹⁾

(1) Plan sets signed by Professional Engineer in Florida – only when applicable)

Task 7.0 – Traffic Signal Design

Stantec will create standard and emergency signal design plans for the project. This location is under the operational jurisdiction of the County, with design approval authority also residing with the County. Design will incorporate CCTV cameras, advance detection and measuring equipment consistent with County standards. STANTEC will coordinate public/ private utilities relative to the placement of the signal poles.

The project is defined as a standard signalized intersection at the Laurel Road/ Jacaranda Boulevard intersection. The signal is also adjacent to the City of Venice Fire Station. Stantec will coordinate with Fire Department staff to determine the type of infrastructure they require within the Fire Station.

The signal will be designed and permitted to ensure compliance with local and state regulations. It is assumed that the signal will require two (2) signal poles placed in the County right-of-way and pedestal mounted signals just east of the Fire Station, also in County right-of-way.

A field visit by a STANTEC will be performed to verify information and collect data about the characteristics of the intersection. STANTEC surveyors will survey the road adjacent to the Fire Station as well as the ground adjacent to the proposed signal poles.

STANTEC will provide design phase signal plans at 30%, 60%, 90% and 100% to the County and City to review. It is anticipated that there will not be any public utility relocation as a result of this project. STANTEC will review the survey data and SUE data to verify existing utility locations and attempt to avoid any conflict between utilities and proposed signal improvements.

Task 7.0 – Deliverables:

1. Complete Signal Plan Set based on Table 5 above at 60% Permit Phase, 90% Bid Phase and 100% Construction Phase.⁽¹⁾

(1) Plan sets signed by Professional Engineer in Florida – only when applicable)

Task 8.0 – Landscape/Lighting Construction Plans

Plans will be prepared based on current Sarasota County Standards in a two-step process to allow for CLIENT review and approval. The basis of these documents will be the plant palette and design concepts developed with the CLIENT. It is anticipated that the landscape plans will follow County Level II requirements as defined in the County Landscape Guide. Irrigation plans are anticipated to be fed by a well(s); STANTEC will review opportunities for shared use ponds in order to allow for irrigation by reuse.

The lighting plans are included in this task and includes the 1-line electrical drawings. The City and COUNTY shall provide details and specifications for roadway lighting along corridor. The lighting may be provided in median and/ or behind back of curb, depending on placement of sidewalk and other amenities.

Task 8.0 – Deliverables:

1. Preliminary Landscape and Lighting Plans at 60% Plan submittal
2. Complete Landscape and Lighting Plans at 90% Plan submittal

3. Final Landscape and Lighting Plans at 100% Plan submittal

Task 10.0 – Engineer's Opinion of Probable Costs

STANTEC will prepare an Engineer's Opinion of Probable Cost (EOPC) at the 60% Permit Design Phase, 90% Bid Design Phase and the 100% Construction Design Phase. The EOPC will not include an estimation of right-of-way acquisition costs. A contingency will be added to each EOPC phase to account for preliminary, complete, or final design phase of plans sheets. STANTEC will utilize FDOT 6 mos. and 12 mos. unit pricing as well as known unit pricing from similar jobs in southwest Florida; a multiplier will be used on similar job unit costing to account for annual inflation.

Task 10.0 – Deliverables:

1. Preliminary EOPC at 60% Plan submittal
2. Complete EOPC at 90% Plan submittal
3. Final EOPC at 100% Plan submittal

Task 11.0 – Regulatory Agency Submittal

- 11.1 STANTEC will prepare and submit, on behalf of CLIENT, drawings, calculations, and complete permit applications. The calculations will include design of a proposed condition stormwater model (PCM). The PCM will require the continued coordination with private development plans adjacent to PROJECT to ensure understanding of shared use ponds and development of sketch/ descriptions of public flowage easements. A complete permit package will be provided to the following regulatory agencies:

- SWFWMD – General ERP for Laurel Road Expansion
- City of Venice – Capital Projects⁽¹⁾
- Sarasota County - Concurrent Review – Site and Development/Construction Plans⁽¹⁾
- FDOT Driveway Connection Permitting
- FDEP Permitting

(1) Assumes Site Development/Concurrent Construction Plan Permitting along with Utility Permitting, with electronic submittal.

- 11.2 STANTEC will perform a Grand Tree Assessment. STANTEC environmental staff will measure candidate trees within the corridor to determine whether any meet Sarasota County's criteria for Grand Tree Designation. Identified Grand Trees will be located in the field using sub-meter accuracy GPS technology to be incorporated into the site plans.

Task 11.0 – Deliverables:

1. Complete Permit Package (based on criteria of the permitting agencies listed above)
2. Electronic Revised Existing Conditions Stormwater Model ICPR v3
3. Electronic Revised Existing Conditions Stormwater Model GIS Database
4. Location of Grand Tree(s) to be shown in all plan sets

Task 12.0 – Structural Design

STANTEC will provide for the structural design of culverts (crossings) and/ or associated head/ end walls that require structural design. The structural design will include sufficient detail to provide contractor with direction for purposes of bidding. The structural design is limited to two (2) drainage crossings. The contractor may choose an option other than the STANTEC design and will be permitted to do so.

Task 12.0 – Deliverables:

Structural Plans for two drainage crossings; signed and sealed by a Professional Engineer in Florida.

Task 13.0 – Bid Documents

STANTEC will provide technical specifications, supplemental technical specifications, quantity take-off figures, cut-and-fill analysis, and a bid schedule for the project ('Bid Package'). One quantity take-off and opinion of probable cost will be provided based on the completed final construction plans. The primary objective of the bid phase is to finalize all contract documents and prepare the bid package. The County will provide all contract documents not specifically identified in deliverables below; the City

of Venice will provide information as agreed upon between City and County. STANTEC will provide coordination between City and County regarding information required for Bid Package. Bid Packages will be provided for the Roadway Plan Set (including Landscape and Lighting Plans) as well as all Signal Plan Set and Utility Plan Set. STANTEC will coordinate the Utility Work Schedules required for each of the private utilities identified along the corridor. STANTEC does not create public nor private UWS's; however, STANTEC will review and approve the UWS's prior to being included in the Bid Package.

During land acquisition for the project there may be various changes made to the proposed right-of-way and easements due to negotiations and settlement of right-of-way issues. The contract plans and all component plans will be updated (maximum two times) to include final right-of-way and easements.

Task 13.0 – Deliverables:

1. Specifications and Technical Provisions
2. Pay Items and quantity take-off
3. Utility Work Schedules; signed/ sealed by engineer of record

Task 14.0 – Right-of-Way Acquisition Support

STANTEC will provide coordination as needed in the right-of-way acquisition process conducted by City of Venice and/ or Sarasota County. The expected tasks may include deposition and hearing attendance; expert witness testimony; exhibit preparation, etc.

(hereinafter called the "Services")

PHASE II SCOPE EXCLUSIONS

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

- Engineering design or other services during construction
- Right-of-way costs; estimation or other
- Permit application fees
- Retaining/ End Wall Design – Structural
- Bridge Design – Structural
- Construction Stake-Out (To be provided by the general contractor for the road construction.)
- Hazardous waste studies
- Engineering design and permitting services, which are not specifically a part of this scope of services
- Cultural Resources Assessment
- Scrub Jay Mitigation Services
- Gopher tortoise permitting and relocating gopher tortoises
- Bid Phase Services not specifically referenced in this proposal
- Construction Administration Services

CONTRACT TIME:	Commencement Date:	Upon receipt of executed Professional Services Agreement.
	Estimated Completion Date:	To be determined.
CONTRACT PRICE:	Subject to the terms below, Client will compensate Stantec as follows:	

TASK	FEE	Type (1)
Task 1 – Environmental/ Physical Constraints	\$ 61,000	LS
Task 2 – Geotechnical Survey	\$ 40,000	LS
Task 3 – Easement Preparation	\$ 30,000	LS
Task 4 – Public Involvement	\$ 20,000	LS

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Task 5 – Design and Preparation of Construction Plans	\$ 360,000	LS
Task 6 – Utility Plan/Permit Preparation	\$ 110,000	LS
Task 7 - Traffic Signal Design	\$ 70,000	LS
Task 8 – Landscape/ Lighting Construction Plans	\$ 45,000	LS
Task 10 – Engineer's Opinion of Probable Costs	\$ 9,000	LS
Task 11 – Regulatory Agency Submittal	\$ 49,000	LS
Task 12 – Structural Design	\$ 30,000	LS
Task 13 – Bid Documents	\$ 50,000	LS
Task 14 – Right-of-Way Acquisition Support	\$ 20,000	LS
TOTAL	\$ 894,000	

(1) LS – Lump Sum

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 zero percent (0%) 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 are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

ADDITIONAL ATTACHMENTS:

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

INSURANCE REQUIREMENTS:

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