

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2010, between The Greater Leesburg Community Redevelopment Agency, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **BELLOMO-HERBERT AND COMPANY, INC.** whose address is 833 Highland Avenue, Suite 201, Orlando Florida 34803 (hereinafter referred to as the "PROFESSIONAL").

**WHEREAS**, the CITY issued Request for Qualifications 100423 to contract with a qualified professional or firm to provide design services in the design of the Leesburg Downtown Streetscape Phase II;

**WHEREAS**, the PROFESSIONAL has been selected as the top ranked firm among all firms submitting proposals;

**WHEREAS**, the Commission has approved funding for design/engineering services; funding for construction of the project has not been appropriated or approved;

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services.** The PROFESSIONAL shall perform the following services: SEE EXHIBIT "A". Nothing herein shall limit the CITY's right to obtain proposals or services from other contractors for similar projects.
2. **Compensation and Payment.** The PROFESSIONAL shall be compensated for the services in an amount not to exceed \$200,000.00. Payment will be made in accordance with EXHIBIT "B". The cost of the services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price. Said price includes all labor, equipment and materials needed to complete the design as described herein.
3. **Labor and Materials.** Not Applicable.
4. **Insurance.** The PROFESSIONAL will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A."
  - a. The PROFESSIONAL shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the City, prior to starting work, under the Agreement.
  - b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

- c. The PROFESSIONAL shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the PROFESSIONAL. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the PROFESSIONAL'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The PROFESSIONAL waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the PROFESSIONAL, or any other insurance of the PROFESSIONAL shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the PROFESSIONAL'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
  - City of Leesburg
  - Attention: Mike Thornton, Purchasing Manager
  - P.O. Box 490630
  - Leesburg, Florida 34749-0630
- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

- n. The PROFESSIONAL, at the discretion of the Risk manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the PROFESSIONAL'S liability coverage(s).
5. **Indemnification.** The PROFESSIONAL shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROFESSIONAL and other persons employed or utilized by the PROFESSIONAL in the performance of the contract.
6. **Codes, Laws, and Regulations.** PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
7. **Permits, Licenses, and Fees.** PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL's performance of the Scope of Services.
8. **Access to Records.** PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during PROFESSIONAL's normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.
9. **Contingent Fees Prohibited.** The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.
10. **Payment.** CITY shall compensate PROFESSIONAL for their services in the following manner: SEE EXHIBIT "A".
11. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the

CITY's use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the PROFESSIONAL.

12. **Independent Contractor.** The PROFESSIONAL is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement.
13. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
14. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.
15. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.
16. **Term and Termination.** The term of this Agreement shall begin on the date of execution and continue through the completion of design and final design acceptance by the CITY, or September 30, 2012, whichever occurs latest.
  - a. As previously stated, the start date of construction is not known at this time. The CITY reserves the right to re-engage this professional prior to construction for the following services related to the design provided under this Agreement:
    - i. design review,
    - ii. survey review and update, and
    - iii. revision of design based on current conditions at that time
  - b. The CITY further reserves the right to negotiate with the PROFESSIONAL construction phase services if and when construction has been funded and approved by the City Commission. Construction phase services will be approved through an amendment of this Agreement.
  - c. The City may, at its sole discretion, choose to extend this Agreement for up to one (1) additional 12 month period. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination.
17. **Nonappropriation.** The PROFESSIONAL understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this

Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has not other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the PROFESSIONAL, effective the first day of a fiscal period provided that:

- a. A nonappropriation has occurred, and
- b. The CITY has provided the PROFESSIONAL with written notice of termination of less than fifteen (15) days before the proposed termination date.
- c. In the event of any termination, the PROFESSIONAL shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

18. **Contact Person.** The primary contact person under this Agreement for the PROFESSIONAL shall be Frank Bellomo, RLA, Project Manager. The primary contact person under this Agreement for the CITY shall be Ray Sharp, Director of Environmental Services.
19. **Approval of Personnel.** Key Personnel: The City reserves the right to discontinue (terminate) when key personnel identified by the SF 330 - Section E of RFQ 100423, are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, CITY may require PROFESSIONAL assign a different person or persons be designated to be the contact person or to perform the PROFESSIONAL services hereunder.
20. **Disclosure of Conflict.** The PROFESSIONAL has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and his duties under this Agreement.
21. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Rest of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Chairperson

ATTEST:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**“PROFESSIONAL”**

**BELLOMO-HERBERT AND ASSOCIATES, INC.**

By: Frank Bellomo

Printed: Frank Bellomo

Its: President  
(Title)

Date: 2.16.11

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Scope of Services.** Services will be provided for completion of design and contract documents associated with the Main Street Streetscape, from the west side of 14" Street (US Highway 27) to the east side of the 9th Street intersection in downtown Leesburg, Florida.

**II. Insurance Requirements.**

**1. Comprehensive General Liability**

- a. The PROFESSIONAL shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x,c,u).
- b. For remodeling and construction projects, the PROFESSIONAL shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

**2. Professional Liability/Malpractice/Errors or Omissions Insurance**

- a. The PROFESSIONAL shall purchase and maintain Professional Liability or Malpractice or Errors or Omissions insurance with minimum limits of \$1,000,000 per occurrence combined single limit.
- b. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts.
- c. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims-made coverage.

**3. Business Automobile Liability**

- a. The PROFESSIONAL shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

**4. Workers' Compensation**

- a. The PROFESSIONAL shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.
- b. PROFESSIONALS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

**III. Subcontractors.** The CITY reserves the right to approve all subcontractors for tasks performed under this Agreement. Responsibility for the performance of the contract remains with the PROFESSIONAL exclusively. Subcontractors may be added to this contract during the contract period only with prior written permission from the CITY.

**IV. General Conditions.** The General Terms and Conditions of RFQ 100423 are incorporated by reference herein with the following exceptions:

**V. Special Conditions.** The Special Conditions of RFQ 100423 are incorporated by reference and made a part hereof.

**VI. Schedule of Fees.** Per Exhibit "B".

**EXHIBIT 'B'**  
**SCOPE OF SERVICES**



**LANDSCAPE ARCHITECTS**

PROJECT: CITY OF LEESBURG MAIN STREET STREETScape

The CONSULTANT has been requested by the CITY to provide professional landscape architectural services to the CITY for the completion of design and contract documents for Main Street Streetscape, from the west side of 14<sup>th</sup> Street (US Highway 27) to the east side of the 9<sup>th</sup> Street intersection in downtown Leesburg, Florida.

**I. PROJECT UNDERSTANDING**

**A. DESIGN**

1. The final design shall incorporate the conceptual features and elements derived from the design charrette to the extent that it is technically possible within the limits of prudent engineering design and site constraints.
2. The final design shall include a gateway feature on Main Street east of the intersection US Highway 27 (14<sup>th</sup> Street) and Main Street.
3. The final design shall provide for a future trail crossing.
4. The final design shall not include features that preclude the use of Main Street by 18 wheel vehicles.
5. The final design shall allow full access by emergency vehicles, including but not limited to police, fire/rescue and EMS without restriction.
6. The final design shall include sidewalk replacements as necessary (including improvements to conform to current ADA requirements), new curbs and inlets, manhole and valve box adjustments, roadway replacement within the project limits, parking elements, and low water demand, low maintenance landscape features. Provisions shall be made for future reclaimed water irrigation.
7. The final design shall conform to generally accepted engineering practices with regard to line of sight requirements for intersections and driveways.
8. This Scope of Services does not include design services for utility relocation. The CITY'S water, wastewater, gas, electric and fiber optic utilities may contract separately for any required design and permitting services associated with utility relocation, at their sole option and cost.
9. The final design shall minimize relocation and replacement requirements for CITY utilities. The adjustment of valve boxes and manholes, the installation of new storm water inlets connecting to existing storm water lines, and curbing are not considered utility relocations and as such these elements and/or additions are included as a part of these Scope of Services for design of the streetscape.
10. The cost of the aforementioned utility relocations shall be included in the CONSULTANT'S estimates of probable cost. The cost of such relocations shall be provided to the CONSULTANT by the CITY utilities at the 90% design completion phase. The CONSULTANT shall reference the source of these estimates in the final deliverables.

**B. CONTRACT DOCUMENTS**

1. The CONSULTANT shall provide a complete, biddable and constructable set of contract documents for the project, based upon the design parameters described in 1.A., above. The



contract documents shall consist of the project drawings, specifications and bid form, including unit quantities for all specified materials and appurtenances.

## **II. SCOPE OF THE WORK**

### **A. TASK 1 – SURVEY**

1. Provide horizontal control relative to the Florida State Plane Coordinate System – East Zone and vertical control relative to the NAVD'88 Datum. Control points will be set at 500 foot intervals along the project area.
2. Perform a topographic survey along the project corridor limits to include the following:
  - Extend the survey 25 feet beyond the existing right-of-way or building face (whichever is closer).
  - Include intersecting roads including centerline profiles 25 feet past the Main Street right-of-way.
  - Detail of each intersection along the route to the return radius, including 14<sup>th</sup> Street (US 27) and 9<sup>th</sup> Street.
  - Locate all fixed features including signs, sidewalks, utility poles, traffic signals, signal boxes, buildings, walls, fences, aprons, manholes and pull boxes.
  - Locate parking spaces on Main Street.
  - Locate existing trees within the project limits of survey with existing canopy detailed.
  - Locate all marked and visible utilities within the survey limits to include gas, wastewater, storm water, fiber optic, overhead electric, cable and telephone.
3. Determine the existing right-of-way for Main Street and all roads intersecting Main Street.
4. Prepare survey drawings at 1" = 40' to be signed and sealed by a Professional Surveyor in the State of Florida.
5. Provide subsurface utility designation and verification
  - Horizontally locate and field mark (paint & flags) all public subsurface utilities found excluding service lines, gravity sewer lines and irrigation on Main Street from the west side of the 14<sup>th</sup> Street (US 27) intersection to the east side of the 9<sup>th</sup> Street intersection.
  - Coordinate Sunshine One Call and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
  - Expose the subject utilities by using non destructive vacuum excavation methods at 20 specific locations indicated on plan sheet(s) provided or marked by client in the field.
  - Confirm/determine the vertical and horizontal position of the subject utilities and record the information.
  - Any asphalt/concrete removed will be repaired using like materials.
  - Tie each test hole location into a minimum of three visible physical features to enable future recovery.

The final product will be a field drafted plan sheet or utility designation field sketch(s) as well as test hold reports/sketches of the project area reflecting all pertinent data for your use.

### **B. TASK 2 – GEOTECHNICAL ENGINEERING**

1. Geotechnical explorations will be made for the proposed signalization poles and two gateway monument locations. In addition, borings will be made at 300 foot intervals along the existing Main Street roadway for determination of proper pavement design.



2. The signal pole and gateway monuments will be explored with six borings to a depth of 30 feet each. These SPT borings will be sampled continuously at 18 inch intervals from ground surface to a depth of 10 feet and at 5 foot intervals thereafter.
3. The road cores will be made to a depth of 1 foot to determine the pavement component thickness including the stabilized subgrade and to provide pavement design recommendations.
4. A geotechnical engineering report will be prepared for the project which will summarize the field and laboratory services performed and provide an engineering analysis of the site soil and groundwater conditions with special attention to foundation, pavement and stormwater design.

**C. TASK 3 – PRELIMINARY DESIGN PHASE (30% DOCUMENTS)**

1. The CONSULTANT shall create a horizontal geometry plan based in part upon the concept designs derived from the design charrette previously completed by the CITY. The concept designs shall be reviewed for compliance with the Florida Green Book, FDOT Design Index and CITY roadway design standards.
2. The Preliminary Plans will consist of the following:
  - 30% complete roadway plans, and will include preliminary infrastructure design, with the exception of the design of the utilities described in I.A.8, above. Stormwater management will be designed in accordance with the current standards of the CITY, and will include innovative, off-the-shelf, water treatment devices, such as baffle boxes, CDS structures and/or biofilters.
  - Preliminary Demolition Plans
  - Preliminary Hardscape Plans, indicating placement and layout of walks, crosswalks, intersection treatments, site furnishing locations and any other site amenities deemed appropriate.
  - Preliminary elevations of the gateway feature.
  - Street light and traffic signal locations.
  - Preliminary Landscape Plans, indicating street tree locations and landscape massing where appropriate.
3. At the conclusion of the Preliminary Design phase, the CONSULTANT shall submit to the CITY a Preliminary Design Report (PDR) in letter report format. The PDR shall document any issues uncovered by survey or geotech work, and it shall compare the 30% design with the charrette design concepts. The PDR shall discuss any substantial deviations from the charrette design concepts including causes, alternative solutions and recommended solutions as appropriate.

**D. TASK 4 - FINAL DESIGN PHASE**

1. Upon review, comment and approval of the Preliminary Design Phase of the work, the CONSULTANT shall prepare the Construction Plans for the project, consisting of 60%, 90% and 100% complete submittals with corresponding Opinions of Probable Cost for each submittal. These final Construction Plans will include the following sheets:
  - Cover Sheet
  - Survey
  - Demolition Plans
  - Site Layout Plans/Site Furnishings
  - Civil General Notes
  - Sedimentation/Erosion Control Details
  - Grading and Storm Drainage
  - Intersection Grading Details
  - Roadway Cross Sections (one per block)



- Utility Adjustment Plans
- Signing and Pavement Marking Plans
- Drainage and Paving Details
- Proprietary Water Quality Treatment Device Plans
- Signalization Plans (for 12<sup>th</sup> Street signal only)
- Traffic Control Plans
- Gateway Plans and Details
- Gateway Structural Plans and Details
- Site Hardscape Details
- Landscape Plans
- Irrigation Plans

2. For the Utility Adjustment Plans, the CONSULTANT will evaluate the existing utilities, both buried and overhead for conflicts, separation issues and construction impediments. The CONSULTANT will coordinate with the City of Leesburg utilities and private communication companies to review potential conflicts and request mark-ups for the project to provide for underground relocation of overhead utilities. One meeting will be conducted at the beginning stages of the Final Design Phase for utility coordination.
3. Traffic Control Plans as listed above will include the design of a Detour Plan allowing complete closure of individual blocks along Main Street as a phased approach, allowing for the blocks to be closed one at a time. If a complete closure to vehicular traffic during construction is not permitted on a block-by-block basis, then the additional work required to complete the Traffic Control Plan will be considered an additional service and a fee for this additional work shall be negotiated at that time.
4. Plans will be supplied to the CITY at a suitable scale on 24" x 36" plan sheets, and will be legible, complete in design and suitable for submittal to the CITY for review and approval.
5. The CONSULTANT shall provide an Opinion of Probable Cost at the 60%, 90% and 100% stages of completion of the work.
6. The CONSULTANT shall complete specifications for all elements the project. The specifications shall be completed in CSI MasterSpec format.

**E. TASK 5 - PERMITTING**

1. The CONSULTANT will prepare the permit applications and support data for the applicable regulatory agencies, including:
  - SJRWMD, ERP Exemption
  - City of Leesburg Right of Way Use Permit
  - FDOT Right of Way Use Permit (within the US 27 right-of-way)
  - FDOT MOA (landscape/hardscape within the US 27 right-of-way)
2. The CONSULTANT shall coordinate the processing of the applications through the regulatory agencies, including attendance at a limited number of meetings with the agencies that may be necessary to receive approval. Included as a part of this Scope of Services are two meetings or conference calls with each of the regulatory agencies, one submittal of the applications and supporting documents, and two responses to agency comments. Any meetings that may be required above those described herein will be handled as an additional service to this Scope. Any modifications to the plans requested by the agencies pertaining to the infrastructure design in the plans, required to meet code, will be addressed by the CONSULTANT as a part of this Scope. Any modifications requested that are not code issues, or modifications that may be requested by the CITY, will be considered as an additional service to the Scope.



### III. DELIVERABLES

- A. All deliverables shall be provided in an electronic format acceptable to the CITY. The following deliverables are anticipated for the project:
1. Final Survey.
  2. Geotechnical engineering report.
  3. Plan sets noted above at 30%, 60%, 90%, and 100% completion. The 60% drawings shall include standard details. The 90% drawings shall include engineering and construction notes as may be required. The stage of the project and date shall be clearly annotated on each sheet.
  4. The final design shall be overlaid on an aerial map. This plan shall be suitable for reproduction and public presentation.
  5. Specifications for all materials, methods and procedures, in electronic format. Draft specifications will be provided for review at the 60% stage of the work.
  6. An Opinion of Probable Cost will be provided at the 60%, 90% and 100% stage of completion. This shall be compiled as a Schedule of Values, including item description, unit of measure, unit cost, quantity, and total cost. Costs for utility relocation provided by the utility provider may be itemized as a single lump sum cost for each utility.
  7. The Preliminary Design Report shall be submitted with the 30% drawings and survey, in letter report form.
  8. The CONSULTANT shall attend one (1) presentation at a public meeting at the 90% design stage or later. In attendance at a minimum shall be representatives of the CONSULTANT and of the engineering sub-consultant.

### IV. COMPENSATION

- A. In exchange for the services described herein, the CONSULTANT shall receive a lump sum fee of \$200,000.00, further described as follows:

1. Survey:	\$ 17,140.00
2. Geotechnical Engineering:	\$ 5,515.00
3. Preliminary Design:	\$ 59,090.00
4. Final Design:	\$104,960.00
5. Permitting:	\$ 9,295.00
6. Expenses:	\$ <u>4,000.00</u>
<b>Total:</b>	<b>\$200,000.00</b>