

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
FOR WILD SPACES PUBLIC PLACES PROJECTS**

THIS AGREEMENT ("Agreement"), entered into on the 30th day of April, 2018, between the **CITY OF GAINESVILLE, FLORIDA**, a municipal corporation ("CITY"), and **KIMLEY-HORN AND ASSOCIATES, INC.** ("CONSULTANT"), a North Carolina corporation (Please specify the applicable state of incorporation and entity type).

WHEREAS, the CITY conducted a competitive solicitation, selected CONSULTANT, successfully completed negotiations, and the CITY desires to enter into an agreement with CONSULTANT for professional design services on an as-needed basis for various parks and recreation projects to be funded with revenues from the Wild Spaces Public Places sales tax initiative.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

1.0 TERM. The term of this Agreement shall be effective upon execution and shall continue for a period of three (3) years, unless extended by mutual agreement of the parties.

2.0 SCOPE OF SERVICES.

2.1 Contract Documents. CONSULTANT shall provide professional design services for various parks and recreation projects pursuant to the terms and conditions in the following documents, which if not attached, are referenced herein and made a part hereof as if fully contained herein (collectively the "Contract Documents"):

- a. This Agreement
- b. Addendum #2 dated February 21, 2018
- c. Addendum #1 dated February 19, 2018
- d. City of Gainesville Request for Qualifications (RFQ) No. WSPP-180054-DM dated January 25, 2018
- e. CONSULTANT's Proposal dated February 28, 2018

In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above.

Future phases of the PROJECT may, at the sole discretion of the CITY, include post-design services and construction inspection services. Such services will be negotiated by the parties and contracted for under separate written agreement.

2.2 Individual Projects. This Agreement provides for the administration, compensation and responsibility of the parties relating to the performance of professional design services authorized by the CITY. The specific scope of services to be provided by CONSULTANT for individual projects will be mutually agreed to by the parties in separate Task Assignments or Purchase Orders. All related Task Assignments and Purchase Orders will become part of this Agreement. The Task Assignments may be amended as provided herein as changes in scope. Compensation for services will be as described in Section 6.0 of this Agreement.

2.3 Change of Scope. Services performed at the CITY's request beyond those identified in the Task Assignment shall constitute a change of scope which will be documented by a Change Order to be approved in writing by both parties before services are performed.

2.4 Nothing in this Agreement shall be construed to prohibit the CITY from awarding, authorizing, or directing work to be performed, whether identified in this Agreement or otherwise, to firms other than CONSULTANT.

2.5 The CITY may use the CONSULTANT as a subject matter expert.

3.0 STANDARD OF CARE AND PERSONNEL.

3.1 Standard of Care. CONSULTANT shall perform all services with the skill and care that would be exercised by comparable qualified design consultants performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the design, CONSULTANT shall furnish, at its own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from the deficiencies. If CONSULTANT refuses to correct the deficiencies to the CITY's satisfaction, the CITY may, at its discretion, remove CONSULTANT from the project or terminate this Agreement.

3.2 Non-infringement. CONSULTANT warrants that any Confidential Information, Work Product, or other material it furnishes to the CITY shall not infringe on any third party rights in any U.S. patent, copyright, trademark, or trade secret.

3.3 Staff. CONSULTANT shall staff the project with the team members identified in its Proposal as well as such other qualified individuals at CONSULTANT's own expense as required to carry out and perform the Scope of Services of this Agreement; in the event any such personnel discontinue employment with CONSULTANT, CONSULTANT shall promptly replace such personnel on CONSULTANT's project team with individuals approved by CITY, in writing, which approval will not be unreasonably withheld. CONSULTANT's project team members shall not be employees of or have any personal fiscal relationship with any employees or officials of the CITY. Failure of CONSULTANT for any reason to staff projects under this Agreement with qualified personnel to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Agreement.

3.4 Sub-consultants. CONSULTANT shall perform all the services, and none of the work or services under this Agreement shall be subcontracted without prior written approval of the CITY. It is understood that sub-consultants presented as part of a team in CONSULTANT's Proposal or for any individual project are considered approved by the CITY.

3.5 Removal/Replacement of Staff. The CITY, for any reason, may request that the service of an individual or sub-consultant be removed from this Agreement or a project. Any changes in personnel require mutual written consent of the parties.

3.6 Independent Contractor. CONSULTANT shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents and Task Assignment, CONSULTANT shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONSULTANT in the full performance of the Agreement. CONSULTANT understands and agrees that as an independent contractor, CONSULTANT and its officers, agents and employees are not entitled to any wages or benefits due to CITY employees.

- 3.7 **Legal compliance.** CONSULTANT shall secure all licenses or permits required by law or regulations, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to work under this Agreement.
- 4.0 **TASK ASSIGNMENTS (Work Orders).**
- 4.1 **Task Assignments (for projects over \$25,000).** All services to be performed having an amount greater than \$25,000 shall be authorized and performed in accordance with a written and jointly executed Task Assignment for each project for which services are requested. The Task Assignment shall reference this Agreement number and the terms of the Task Assignment shall supersede to the extent of any conflict with the Agreement. A sample format for the Task Assignment is included as Attachment "B". Each Task Assignment shall consist of the scope of work to be performed by CONSULTANT, project schedule, deliverables, any specific provisions and the signatures of authorized representatives of the CITY and CONSULTANT agreeing to the provisions of the Task Assignment. The CITY will assign projects based upon CONSULTANT's experience in a given area, ability to meet the time constraints of a given project and/or CONSULTANT's current workload.
- 4.2 **Purchase Orders (for projects of \$25,000 or less).** Services to be performed having an amount of less than or equal to \$25,000 may be authorized by the CITY with a Purchase Order, which shall reference this Agreement number and the terms of this Agreement shall supersede any conflicting terms contained within said Purchase Order. The CONSULTANT will prepare a letter proposal that itemizes the major scope tasks and fee.
- 4.2 **Written Proposals.** Upon request by the CITY, CONSULTANT shall submit to the CITY Project Manager a written proposal, which shall include as appropriate, completion dates, estimated fees and expenses, deliverables and the specific tasks necessary to accomplish the particular project objective. The CITY shall then incorporate the proposal into a Task Assignment to be signed and executed by the parties. The proposal may be submitted to the CITY in Task Assignment format.
- 4.3 **Changes to Scope.** The CITY shall have the right to increase or reduce the scope of the services of CONSULTANT hereunder at any time and for any reason, upon written notice to CONSULTANT specifying the nature and extent of such reduction or increases. In the event of an addition to the scope of the services, CONSULTANT shall be fully compensated for additional work as agreed upon by the CITY and CONSULTANT. In the event of a reduction to the scope of services, CONSULTANT shall be fully compensated for the work already performed, including payment of all necessary contract fee amounts due and payable hereunder prior to the receipt of written notification of such reduction in scope and shall be compensated for the work remaining to be done, as determined by the CITY. The work of revising documents as a result of reduction in scope of the project shall be compensated for as a change as provided in this Agreement.
- 4.4 **Timeliness.** CONSULTANT shall complete all assigned projects in accordance with the time of performance specified in the Task Assignment or change thereto.
- 5.0 **DELAY IN PERFORMANCE.**
- 5.1 **Delay.** Neither Party shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, including without limitation, hurricanes; floods; earthquakes; fire; epidemics; war,

riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the CITY or CONSULTANT under this Agreement (except for the CONSULTANT's license and authorizations to do business).

- 5.2 Notice of Delay. Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. In such event, the CONSULTANT's contract price and schedule shall be equitably adjusted, if impacted.
- 5.3 Force Majeure.
- a. No Party to this Contract will be liable for any default or delay in the performance of its obligations under this Contract due to an "act of god" or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of god; war; terrorist attacks; riot; insurrection; inability of the CITY to secure approval; validation or sale of bonds; inability of the CITY or CONSULTANT or supplier or contractor to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.
 - b. In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of invoices if such event actually prevents payment) will be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.
 - c. In the event of any delay or nonperformance resulting from such cause, the party affected will promptly notify the other party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.
- 6.0 **COMPENSATION.**
- 6.1 Fee and Expense Schedule. Compensation to CONSULTANT for services performed shall be based on the current fee and expense schedule, attached hereto as Attachment "A". The parties, based upon the fee and expense schedule, may agree to payment for services on a lump sum or "not to exceed" basis.
- 6.2 CONSULTANT Compensation Increases. CONSULTANT shall obtain the CITY's approval prior to performing any work which results in the work assignment exceeding the mutually agreed upon scope of services contained in the Task Assignments.
- a. Minor modifications, which extend the deliverable dates and/or increase the project cost by less than 5%, may be approved by the CITY with documentation from CONSULTANT as specifically requested by the CITY.

- b. Major modifications which increase the project cost by more than 5% shall be documented by CONSULTANT with the following information:
- (1) A description of the new work and/or deliverables, that caused a major modification to the work.
 - (2) An explanation as to why the new work/deliverable was not included in the original scope of work or project assignment or a detailed explanation of other reasons the modification is necessary.
 - (3) A summary of all prior modifications to the project assignment, and reasons why additional modifications will not be necessary or reasons why additional modifications will be necessary.
 - (4) A description of any proposed work, which is outside the original work scope or project assignment. These shall be treated as a new project.
- c. Upon submittal of the above information, THE CITY and CONSULTANT shall mutually agree upon the price modification to complete the project or work assignment. Should agreement between the PARTIES not be reached, THE CITY's decision shall be binding unless CONSULTANT requests reconsideration through the Dispute Resolution process described in Section 14.0.
- 6.3 Invoices. Invoices for payment, submitted by CONSULTANT to the CITY, shall include the following information (if applicable): Contract number, Task Assignment number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, work location, project representative, job start date, job completion date or other pertinent information which may include a detailed narrative of work completed during the invoicing period.
- 6.4 Receipting Report for Services. An itemized receipting report for services must be provided to the CITY's project representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses for any work invoiced on a time and materials basis, and other charges such as milestones completed. Receipting reports shall be used by the project representative to verify the services rendered.
- 6.5 Payment Terms. Unless otherwise agreed upon in writing, the CITY's payment terms are net thirty (30) days from receipt of correct invoice. CONSULTANT should not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed work may be allowed with the CITY's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.
- 6.6 Withholding Payment. The CITY may withhold payment of all or a portion of the invoiced amount due to failure of CONSULTANT to comply with project specifications. The CITY shall set forth in writing to CONSULTANT the reasons for the withholding of payment within 10 days after receipt of CONSULTANT invoice. In the event CONSULTANT does not agree with the CITY's determination, CONSULTANT may request reconsideration through the dispute resolution process described in Section 14.0. After CONSULTANT has complied with the project specifications the CITY will make payment of any withheld amount to CONSULTANT within 30 days.

7.0 TAXES. CONSULTANT accepts exclusive liability for the payment of its (i) income, gross receipts, ad valorem, or value added taxes, arising out of work rendered, now or hereafter imposed by any governmental authority, and (ii) payroll taxes or contributions for unemployment insurance, Medicare or Social Security for CONSULTANT's employees.

8.0 CONFIDENTIALITY AND PUBLIC RECORDS.

8.1 "Confidential Information" includes, to the extent such information is defined in Sections 119.07 and 812.081, Florida Statutes, as trade secrets or data processing software, or otherwise confidential or exempt from Florida's Public Records Law, Chapter 119, Florida Statutes. "Confidential Information" that is marked as "confidential" upon receipt, may include certain information about the CITY's operations, specifications, formulas, codes, software, hardware, intellectual properties, and other confidential and proprietary information belonging to the CITY, Work Product (as defined below) or technical documentation, prepared, developed, or obtained by the CITY or CONSULTANT, or any of its agents, representatives, or employees.

8.2 "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

8.3 If CONSULTANT is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, CONSULTANT shall:

- a) Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by the CITY to perform the service.
- b) Upon request from the CITY's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY.
- d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ELIZABETH D. WAITE, (352) 393-8187, WAITEED@CITYOFGAINESVILLE.ORG, P.O. BOX 490, MAIL STATION 24, GAINESVILLE FL 32627.

9.0 RIGHTS TO INTELLECTUAL WORK PRODUCT.

- 9.1 Except as otherwise provided herein, sealed original drawings, specifications, final project specific calculations, and other engineering documents which CONSULTANT prepares and delivers to the CITY pursuant to this Agreement shall become the property of the CITY when CONSULTANT has been compensated for services rendered. With the exception of Work Product developed in whole or in part by the CITY, nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT from its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- 9.2 The CONSULTANT shall have the right to retain and use copies of drawings, documents, electronic files, or other data furnished or to be furnished by CONSULTANT and the information contained therein except for work developed or modified by the CITY. The CITY shall not use in a written prospectus or other investment memorandum any engineering report constituting or including CONSULTANT's professional opinion, except with CONSULTANT's prior written consent, nor shall CONSULTANT use the CITY's name in any such manner, except with THE CITY's prior written consent and neither the CITY or CONSULTANT shall unreasonably withhold such consent. The CITY shall not acquire any rights to any of CONSULTANT's, CONSULTANT's subcontractors, or vendor's proprietary computer software that may be used in connection with the services except as expressly provided in the scope of services or as may be separately agreed.
- 9.3 All documents, including drawings, specifications, electronic files, engineering reports and computer software prepared by CONSULTANT (except for those pertaining to work developed by the CITY in whole or in part) pursuant to this Agreement are instruments of service in respect to the services. They are not intended or represented to be suitable for reuse by the CITY or others. Any reuse without prior written verification or adaption by CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to CONSULTANT.
- 9.4 CONSULTANT hereby grants to the CITY an irrevocable, nonexclusive, royalty free license for use solely in connection with operation, maintenance, repair, or alternation of the designed facilities or processes, with respect to any invention first reduced to practice by CONSULTANT, its employees or agents, during the course of the services of this Agreement. The CITY shall retain all rights to plans and procedures based wholly or in part on or derived from proprietary information received from the CITY. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States, or in any other country, without the prior written approval of the CITY.
- 9.5 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of potential degradation of electronic medium over time, in the event of a conflict between sealed original documents and electronic files, the sealed original documents will govern. The standard formats for files

delivered in electronic medium will be specified by THE CITY project manager for the task assignment.

10.0 AUDIT OF RECORDS. CONSULTANT shall maintain records sufficient to document completion of the scope of services established by this Agreement. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after termination of this Agreement. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

11.0 INDEMNIFICATION.

11.1 Pursuant to Section 725.08, Florida Statutes, this Agreement qualifies as a professional services contract and CONSULTANT qualifies as a design professional. Notwithstanding the provisions of Section 725.06, Florida Statutes, CONSULTANT agrees to 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 intentional wrongful conduct of the design professional and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

11.2 CONSULTANT represents and warrants that CONSULTANT shall not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of this Agreement. In the event of an infringement suit related to or resulting from this Agreement, CONSULTANT represents and warrants that the CITY will not be liable for any damages or royalties if applicable.

12.0 LIMITATION OF LIABILITY. Notwithstanding the terms of any other provision, neither CONSULTANT nor the CITY shall in any event be liable for any anticipated profits, indirect, special, consequential, or punitive damages.

Sovereign Immunity. Nothing in this Agreement shall be interpreted as a waiver of the CITY's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

13.0 INSURANCE. CONSULTANT shall maintain the following insurance, and shall provide the CITY a current Insurance Certificate.

13.1 Certificate of Insurance: Said insurance shall be written by a company licensed to do business in the State of Florida and satisfactory to the CITY. A Certificate of Insurance shall be furnished in a form acceptable to the CITY for the insurance required. Such certificate or an endorsement provided must state that the CITY will be given thirty (30) days written notice (or 10 days written notice for non-payment) prior to cancellation or material change in coverage. The CITY must be listed as an additional insured on the policy.

Professional Liability Insurance: in the amount of \$1,000,000 combined single limit for bodily injury and property damage.

Commercial General Liability: in the amount of \$1,000,000 combined single limit for bodily injury and property damage.

Automobile Liability: in the amount of \$500,000 combined single limit for bodily injury and property damage.

Worker's Compensation:

| | | |
|-----|----------------------|---|
| (a) | State | Statutory |
| (b) | Applicable Federal | Statutory |
| (c) | Employer's Liability | \$500,000 per Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee |

Excess Liability \$1,000,000

13.2 The CITY reserves the right to require a limit increase or additional insurance (i.e. explosion, collapse and underground property damage; environmental impairment etc.) if the specific Task Assignment warrants.

14.0 DISPUTE RESOLUTION.

14.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the parties will submit the dispute to a mediator. The parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation shall be in Alachua County, Florida.

14.2 Continue Work. During the dispute process, CONSULTANT shall continue work pursuant to this Agreement as instructed by the CITY.

15.0 TERMINATION. Termination shall be governed by the RFQ, Section III.C.

16.0 GOVERNING LAW AND VENUE. This Agreement and any Task Assignment, Purchase Order, or resulting work or transaction hereunder shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflict of laws. Venue for all disputes shall be in Alachua County, Florida.

17.0 MISCELLANEOUS.

17.1 Statement of Non-inducement. CONSULTANT warrants that no company or person, other than a bona fide employee working solely for CONSULTANT has been employed or retained to solicit or secure this Agreement. CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Notwithstanding any other provision of this Agreement for breach or violation of this paragraph, the CITY shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from any amount due to CONSULTANT hereunder, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

17.2 Non-Discrimination: No person shall, on the grounds of race, sex, sexual orientation, gender identity, age, handicap, creed, color, national origin or any other characteristic protected by

applicable federal, state or local law, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this Agreement.

- 17.3 Truth-in-Negotiation. By execution of this Agreement, CONSULTANT certifies that the wage rates and other factual unit costs supporting compensation negotiated under project shall be accurate, complete and current at the time of execution of each such agreement. Each invoice shall be subject to adjustment to exclude any significant sums, by which the CITY determines the original compensation was increased due to inaccurate, incomplete, or non-current wage rates and other adjustments shall be made within one (1) year following the end of the applicable agreement.
- 17.4 Severability: In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.
- 17.5 Assignability: Neither THE CITY nor CONSULTANT shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Section shall prevent CONSULTANT from employing independent consultants, associates, and subcontractors to assist in the performance of the services undertaken pursuant to this Agreement.
- 17.6 Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than THE CITY and CONSULTANT.
- 17.7 Entire Agreement: This Agreement and attachments hereto, THE CITY's (RFQ) No. WSPP-180054-DM, the CONSULTANT's response thereto, and any resulting Task Assignments/Work Orders/Purchase Orders constitute the entire agreement between the PARTIES hereto. Modifications of this Agreement shall be in writing, signed by both PARTIES, and incorporated as written amendments to this Agreement prior to becoming effective.
- 17.8 Notices. Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent by certified, return receipt requested, United States Mail as follows:

As to the CITY:
Elizabeth D. Waite, Director, Wild Spaces Public Places
City of Gainesville, P.O. Box 490, Mail Station 24
Gainesville, FL 32627

As to CONSULTANT:
Richard V. Busche, P.E.
Senior Vice President
Kimley-Horn and Associates, Inc.
101 E. Silver Springs Boulevard, Suite 400
Ocala, FL 34470


Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be

deemed received on the next business day. The original of items which are transmitted by facsimile equipment must also be mailed as required herein.

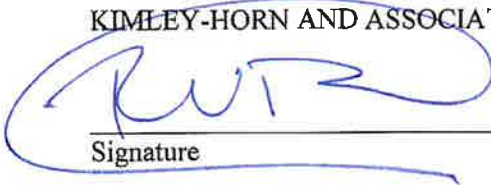
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written above.

CITY OF GAINESVILLE

KIMLEY-HORN AND ASSOCIATES, INC.



Signature



Signature



Printed Name

Richard V. Busche, P.E.

Printed name
Sr. Vice President
Kimley-Horn and Associates, Inc.



Title

Title

4-30-18

Date

4.23.2018

Date signed

WITNESS:



Signature

WITNESS:


Signature

Alexandra Roque

Printed Name

Amber Gartner

Printed name

Executive Assistant to the

Title City Manager

Associate

Title

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

Attachment A



KIMLEY-HORN AND ASSOCIATES, INC.

2018 BILLING RATE SCHEDULE
(Subject to change annually on July 1)

| <u>Classification</u> | <u>Rate</u> |
|--------------------------|---------------|
| Analyst | \$95 - \$125 |
| Professional | \$130 - \$165 |
| Senior Professional I | \$215 - \$255 |
| Senior Professional II | \$150 - \$230 |
| Senior Technical Support | \$100 - \$145 |
| Support Staff | \$70 - \$90 |
| Technical Support | \$80 - \$100 |

ATTACHMENT B

TASK ASSIGNMENT NO. _____

**CONTRACT NO. WSPP-180054-DM with _____ for
PROFESSIONAL DESIGN SERVICES FOR WILD SPACES PUBLIC PLACES PROJECTS**

TITLE: *(an appropriate title to distinguish this Task Assignment)*

THIS TASK ASSIGNMENT entered into on the _____ day of _____, 201_ describes services to be performed in accordance with the Agreement for Professional Design Services for Wild Spaces Public Places (WSPP) Projects, Contract WSPP-180054-DM, dated _____, 2018.

CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE: CONSULTANT shall provide professional design services pursuant to the terms and conditions in the following documents:

- a. This Task Assignment
- b. Agreement for Professional Design Services for WSPP Projects dated _____, 2018
- c. [name of Consultant]'s Proposal dated _____, 201_

In the event of conflict or inconsistency between the foregoing documents, the order of precedence for interpretation shall be the order in which the documents are listed above.

BACKGROUND: *(provide sufficient information to understand the current status)*

PURPOSE: *(explain what this Task Assignment will accomplish and how WSPP will benefit)*

1.0 **SCOPE OF PROJECT.**

2.0 **PROJECT SCHEDULE.**

3.0 **MEETINGS AND PROJECT MANAGEMENT.**

4.0 **DELIVERABLES.**

5.0 **SPECIFIC WSPP STAFF RESPONSIBILITIES.**

6.0 **BASIS OF COMPENSATION.** *(must be auditable to the rates on Attachment "A")*

7.0 **SPECIAL PROVISIONS.** The WSPP Project Manager will be _____ (name & contact info.) and the _____ [name of Consultant]'s Project Manager will be _____ (name & contact info.).
(add any other special provisions)

IN WITNESS WHEREOF, the parties hereto have executed this Task Assignment on the day first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original.

CITY OF GAINESVILLE

[CONSULTANT'S LEGAL NAME]

Signature

Signature

Printed Name

Printed name

Title

Title

Date

Date signed

WITNESS:

WITNESS:

Signature

Signature

Printed Name

Printed name

Title

Title

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY