



June 13, 2019

City of Hollywood
2600 Hollywood Blvd, Room 422
Hollywood, FL 33022

Attn: Ms. Andria Wingett, Assistant Director – Development Services

RE: Continuous Consulting Engineering – Telecom - CIRC Hotel

We appreciate and thank you for the opportunity to provide services to the City of Hollywood. The following Scope of Services are anticipated for the following 60 days:

Complete Pre-zoning assistance for the P25 communication site
Complete Pre-permitting assistance for the P25 communication site
Provide detailed RF evaluation for final site chosen by City of Hollywood
Review of Final Contracts between the City and Contractors
Meetings with City of Hollywood and Broward County Officials
Provide information via emails or phone to City Officials as necessary

The following tasks are not part of the scope of services but may be included as additional services if requested by the Client. These services may include, but are not limited to:

- Specialized testing (aside from testing above mentioned)
- As needed Expert Witness Testimony. Including: review of documents, research and analysis of specific case, preparation prior to trial or deposition, meetings as necessary with owner &/or its representatives, testimony at trial or depositions.
- Engineering Design &/or Drawings
- Coastal, Mechanical, Electrical, Geotechnical, Environmental, Structural or other services not mentioned above.
- Post design services, including shop drawing review, construction administration, etc.

INFORMATION TO BE PROVIDED BY THE CLIENT

The following items are to be provided to us by the Client:



1. RF details for current designs
2. Information as it becomes available to complete tasks (drawings, permits applications, contracts, etc.

SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the Client's necessary schedule for the various elements of the project.

FEE AND BILLING

The total amount for these services is not expected to exceed \$42,000. The City of Hollywood will be billed periodically, payment is due 30 days after receipt, finance charge will accrue thereafter in the amount of interest will be accrued thereafter at the percentages allowable by Florida State Law .

If you have any questions, or wish to discuss this proposal further, please contact us at your earliest convenience.

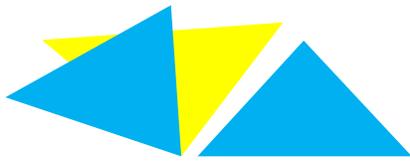
Very truly yours,

Marina Zadikoff, President

City of Hollywood _____

Name: _____

Date: _____



STANDARD PROVISIONS

.(1) **Consultant's Scope of Services** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services") hereunder.

.(2) **Client's Responsibilities** In addition to other responsibilities described herein or imposed by law, the Client shall:

.(a) Designate Ms. Andria Wingett, Assistant Director. to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

.(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

.(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data as requested by the Consultant in writing, reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

.(d) Arrange for access to the site and other private or public property within the control of the Client as reasonably required for the Consultant to provide its services.

.(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

.(f) Furnish reasonable approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

.(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request.

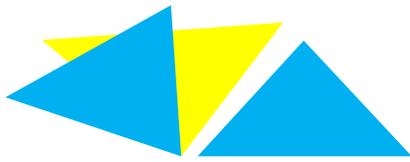
.(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.

.(i) Bear all costs incident to the responsibilities of the Client.

.(3) **Period of Services** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time to meet the needs of the Client. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Additional Services Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.0 times cost. Technical use of computers for design, analysis, and graphics, etc., will be billed at \$25.00 per hour. The Consultant shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Client shall be afforded access to all Consultant's records related to this Project, including, but not limited to billing invoice records, documents supporting reimbursable expenses claimed by the Consultant, and other supporting documentation regarding Services rendered to Client, as well as all books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement, as kept by Consultant in the normal course of business, and the Consultant shall preserve all such records for a period of five (5) years after the final payment to Consultant under this Agreement.

.(5) **Method of Payment** Compensation shall be paid to the Consultant in accordance with the following provisions: **As per attached Proposal.**



(a) Invoices for hourly fees will be submitted by the Consultant to the Client periodically for services performed and expenses incurred, retainer will be used for the last hourly fee invoice. Payment of each invoice will be due within 15 days of receipt. The Client shall also pay to the Consultant all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder, including but not limited to sales tax. The Consultant shall be compensated in U.S. dollars. Interest as the prevailing statutory rate by Florida law as of the date of this Agreement will be added to accounts not paid within 15 days if no justification exists to withhold payment in accordance with this Agreement, at the prevailing statutory rate by Florida law as of the date of this Agreement.

If the Client fails to make any payment due to the Consultant under this Agreement, without justification within 15 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services under this Agreement until all amounts due are paid in full.

(b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 7 days of date of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

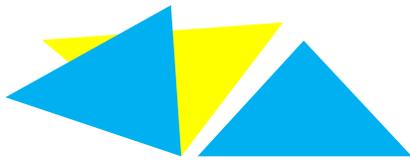
The Consultant shall be paid for Services according to the Agreement. As to each payment, the Consultant shall provide Client with appropriate lien releases and other satisfactory documentation from Consultant and its consultants to ensure against the filing of liens against the Project by the Consultant or its consultants.

(c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(6) **Use of Documents** All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by the Consultant are related exclusively to the services for the Project only as described in this Agreement. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting there from. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without authorization of the data's creator, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data transferred. Nothing in this Paragraph waives, releases or compromises the obligation of the Consultant to perform all Services in accordance with the applicable standard of care as outlined in this Agreement and without negligence.

(7) **Opinions of Cost** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry as applicable in Miami-Dade County Florida. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) **Termination** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial material failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses



incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

.(9) Not used.

.(10) **Liability** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. All services to be rendered by the Consultant shall be in accordance with the aforementioned standard of care and will comply with all applicable building codes, ordinances, rules and regulations. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

.(11) **Certifications** The Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, increase the Consultant's risk or affect the availability, applicability, or cost of its insurance.

.(12) **Dispute Resolution** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. This mediation must take place 60 days from the date either party to this Agreement provides written notice to the other party of a dispute to be mediated pursuant to this Agreement. The mediator selected will be certified by the Florida Supreme Court and the mediation will be conducted in Miami-Dade County Florida unless otherwise agreed upon by the parties. The judgment of the mediator/arbitrator is binding to each of the parties and final, the parties have no further legal recourse relating to the arbitrator's decision. Each party will bear their own personal legal expenses.

.(13) **Hazardous Substances and Conditions**

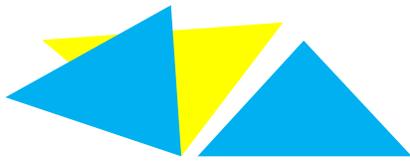
.(a) Unless stated in the scope of services, it is agreed that the Client does not request the Consultant to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. If such services are agreed to, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

.(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

.(c) Except to the extent of negligence, if any, on the part of the Consultant in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend the Consultant from and against any and all claims, losses, damages, liability, and costs in any way arising out or connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of the Consultant.

.(14) **Construction Phase Services**

.(a) If the Consultant's services include the preparation of documents to be used for construction and the



Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

.(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

.(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insured under the contractor's general liability insurance policy.

.(15) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. Neither the Client nor the Consultant shall assign or transfer any rights under or interest in this Agreement without the written consent of the other. However, the Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

.(16) **Confidentiality** the Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services for this Project only. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

.(17) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement. Consultant agrees to perform all Services in the most expeditious economical manner consistent with the interests of the Client.

A Certificate of Insurance naming the Client as an additional insured in respect to its General Liability Insurance will be provided to the Client, directly by the insurance company, prior to commencement of Services under this Agreement. The Client, will provide a Certificate of Insurance to the Consultant as proof of liability insurance prior to commencement of Services.

Time is of the essence of this Agreement. Where necessary to effectuate the intent of the parties, the terms of this Agreement shall survive completion of the Project. This Agreement shall be construed under the laws of the State of Florida regardless of where executed by either party.