SETTLEMENT AGREEMENT

This Settlement Agreement and Release (the "Settlement Agreement") is entered into this __ day of November, 2022 (the "Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida with an office at 315 Court Street, 5th Floor, Clearwater, FL 33756, along with the county's successors, assigns, employees, governmental agencies, representatives, attorneys, insurers, and subrogated interests (collectively as the "County") and HNTB Corporation with an office at 201 N. Franklin Street, Suite 1200, Tampa, Florida 33602 along with the corporation's past, present, and future affiliates, successors, predecessors, assigns, agents, officers, directors, shareholders, employees, subconsultants, attorneys, and insurers (œllectively as the "Consultant").

RECITALS

Consultant performed services (the "Services") for the County for design of the Roadway Reconstruction and Widening of Forest Lakes Boulevard Phase II from Pine Avenue to Race Track Road project (the "Project"). The Services were performed pursuant to a contract titled Roadway Reconstruction and Widening for Forest Lakes Boulevard Phase II, from Pine Avenue to Race Track Road and dated September 24, 2015.

The County has asserted various allegations regarding Consultant's performance of the Services for the Project.

County and Consultant each desire to resolve this dispute amicably and have agreed to a mutually agreeable resolution as set forth in this Settlement Agreement.

Specifically, the County alleged that between stations 102+00 and 137+00 the County incurred additional direct expenses for fill, stabilization, base, concrete curbs and associated clearing and grubbing (the "Claims").

TERMS OF AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Settlement Agreement, it is hereby stipulated to and agreed by the undersigned that all disputes and all claims will be settled and compromised as follows:

1. Settlement Consideration. Consultant agrees to pay County the total sum of $313,282.15, via a single check made out to the Pinellas County Board of County Commissioners with a notation for CIP # 002110A. No later than November 30, 2022, the certified check must be delivered to Pinellas County Clerk of the Circuit Court Finance, Attn: Angela Oxley, Assistant Director, 14 South Fort Harrison Avenue, Clearwater, FL 33756.

2. Payment of Attorney Fees, Costs and Expenses. Each party agrees that it will be responsible for the fees, costs, and expenses related to its own legal representation in this matter.

3. Release of Claims.

A. County, in consideration of the promises set forth herein by Consultant, hereby fully and forever releases, acquits, waives, and discharges any and all current and future claims County may have against Consultant related to the Roadway Reconstruction and Widening of Forest Lakes Boulevard Phase II from Pine Avenue to Race Track Road Project between stations 102+00 and 137+00, including without limitation to any claims for monetary damages or reimbursement of fees paid, related to the Services performed on the Roadway Reconstruction and Widening of Forest Lakes Boulevard Phase II from Pine Avenue to Race Track Road Project between stations 102+00 and 137+00 on or before the date of this Settlement Agreement. Except the County is not releasing Consultants for claims related to latent defects in the plans and specifications prepared by Consultant.

B. Consultant, in consideration of the promises set forth herein by County, hereby fully and forever releases, acquits, waives, and discharges any and all current and future claims Consultant may have against County, its affiliates, successors, and assigns, related to the Roadway Reconstruction and Widening of Forest Lakes Boulevard Phase II from Pine Avenue to Race Track Road Project between stations 102+00 and 137+00 on or before the date of this Settlement Agreement.

4. Miscellaneous.

A. Entire Agreement. This Settlement Agreement contains the entire agreement and understanding between the parties concerning the subject matter of this Settlement Agreement and supersedes and replaces all prior negotiations and proposed agreements written and oral related to the resolution or settlement of this dispute. Any waiver by a party of any provision of this Settlement Agreement will only be valid if in writing and signed by a duly authorized representative of the party. No waiver of one term of the Settlement Agreement will be deemed to be or construed as a waiver of any other term. Notwithstanding this Settlement Agreement, any contracts, agreements, and purchase orders the Consultant has with the County remain in full force and effect, except for those related to the Roadway Reconstruction and Widening of Forest Lakes Boulevard Phase II from Pine Avenue to Race Track Road Project.

B. Authority. The undersigned parties represent that they are duly authorized to enter into and execute this Settlement Agreement.

C. Best Efforts. Each of the undersigned will use its best efforts to take or cause to be taken all actions reasonably required in order to effectuate this Settlement Agreement.

D. No Admissions. It is understood and agreed that this Settlement Agreement is a compromise of disputed claims. This Settlement Agreement, the settlement, and any documents connected to the settlement 1) will not be construed as an admission of truth of any allegation or the validity of any claim asserted or of any liability therein, 2) will not be offered or received as evidence or in any way referred to in any civil, criminal or administrative action or proceeding other than any proceeding necessary to enforce this Settlement Agreement, and 3) will not be construed by anyone for any purpose whatsoever as an admission or presumption of wrongdoing.

E. Amicable Relationship. The parties agree that each party may accurately state orally or in writing that, as of the effective date of this Settlement Agreement, 1) they enjoy an amicable relationship, 2) there is no legal dispute or action between them, 3) this Settlement Agreement nor any of the alleged Claims will be a factor impacting future procurements or consultant qualifications, and 4) they will not make any disparaging statements or representation to other persons or entities regarding the quality of Services provided by Consultant for the Project.

F. Severability. If any word, clause, phrase, sentence, or paragraph of this Settlement Agreement is declared void or unenforceable, such portion shall be considered independent of, and severable from, the remainder, the validity of which shall remain unaffected.

G. Successors and Assigns. The terms of this Settlement Agreement shall be binding upon the parties and their agents, employees, successors, assigns, affiliated entities, and insurers.

H. Counterparts. This Settlement Agreement may be executed in counterparts, each of which will be deemed an original and together will constitute one and the same instrument, and, when each party has signed at least one such counterpart, this Settlement Agreement will become binding and effective as to all parties as of the Effective Date.

I. Governing Law. This Settlement Agreement will be interpreted and enforced under the laws of the State of Florida.

In witness whereof, the parties hereto have caused this Agreement to be executed on their behalf by their representatives each such representative having been first duly authorized so to act as of the Effective Date.

For County: _____

By: Charlie Justice

Title: Chair

APPROVED AS TO FORM
By: *Brendan Mackesey*
Office of the County Attorney

For Consultant: Leonard C Becker

By: Leonard C. Becker

Title: Senior Vice President